

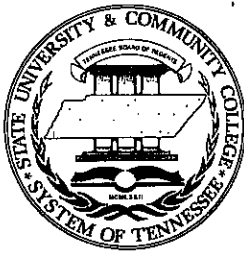
**CONTRACT #13**

**RFS # N/A**

**FA # N/A**

**Tennessee Board of Regents  
University of Memphis**

**VENDOR:  
Carpenter Sullivan Sossaman**



## Tennessee Board of Regents

1415 Murfreesboro Road - Suite 350 - Nashville, Tennessee 37217-2833  
(615) 366-4400 FAX (615) 366-4464

RECEIVED

JUN 02 2008

FISCAL REVIEW

May 30, 2008

Ms. Leni S. Chick  
Fiscal Analyst  
Rachel Jackson Building, 8<sup>th</sup> Floor  
Nashville, TN 37243

Dear Ms. Chick:

Enclosed please find an Agreement between the University of Memphis and Carpenter Sullivan Sossaman for marketing and advertising services. Please note that this is an Amendment to an existing contract and the term of this Agreement expires 6/30/2008.

Per Fiscal Review's request to see non-competitive agreements/amendments, this contract must be approved by the Committee. **Please contact me regarding the date this will go before the Fiscal Review Committee and I will inform the representatives to insure they are present for the meeting in which the contract will be discussed.** If you have any questions, please do not hesitate to contact me at 366-4436.

Information regarding the contract may be sent to my attention at the Tennessee Board of Regents, 1415 Murfreesboro Road, Suite 350, Nashville, Tennessee 37217.

Sincerely,

Angela A. Gregory  
Director of Purchasing and Contracts

cc: Charles Manning  
Bob Adams  
William Mueller, UOM

Austin Peay State University • East Tennessee State University • Middle Tennessee State University • Tennessee State University  
Tennessee Tech University • University of Memphis • Chattanooga State Technical Community College  
Cleveland State Community College • Columbia State Community College • Dyersburg State Community College  
Jackson State Community College • Motlow State Community College • Mississippi State Technical Community College  
Roane State Community College • Southwest Tennessee Community College • Volunteer State Community College  
Walters State Community College • Nashville State Technical Community College • Northeast State Technical Community College  
The Tennessee Technology Centers

## REQUEST: NON-COMPETITIVE CONTRACT

RECEIVED

APPROVED

JUN 02 2008

FISCAL REVIEW

Commissioner of Finance &amp; Administration

Date:

Each of the request items below indicates specific information that must be individually detailed or addressed as required. A request can not be considered if information provided is incomplete, non-responsive, or does not clearly address each of the requirements individually as required.

1) RFS #		
2) State Agency Name :	University of Memphis	
3) Service Caption :	Advertising and Marketing Services	
4) Proposed Contractor :	Carpenter Sullivan Sossaman	
5) Contract Start Date : (attached explanation required if date is < 60 days after F&A receipt)		
6) Contract End Date IF <u>all</u> Options to Extend the Contract are Exercised :	June 30, 2008	
7) Total Maximum Cost IF <u>all</u> Options to Extend the Contract are Exercised :	2,000,000	
8) Approval Criteria : (select one)	<input type="checkbox"/> use of Non-Competitive Negotiation is in the best interest of the state <input type="checkbox"/> only one uniquely qualified service provider able to provide the service	
9) Description of Service to be Acquired :		
<p>Amendment to increase advertising and marketing services master order by \$330,000 for FY08.</p> <p>The results of a research study conducted in 2005 by Ketchum, a leading, international public relations agency that works with our community partner FedEx, on behalf of the University of Memphis (Revealing Memphis' Best-Kept Secret—Communication Recommendations for the University of Memphis) strongly recommended that the administration of the University needed a to establish a senior level position to guide reputation management, branding, crisis management and both internal and external communications. After a national search, Bob Eoff was approved as the first Vice President of the Marketing and Communications Division. All University image advertising, public relations and communication, along with the University web site was assigned to his management. In 2007, additional funds were added to his budget to establish a multimedia campaign that focuses on building the reputation of the University's research faculty and students, as well as student recruiting. These funds were not part of the previous advertising agency contract. In addition, in order to establish brand standards across the entire University and to maintain quality control, all marketing materials from each college were assigned by the VP to his staff and, if the agency was used to develop these materials, one invoice which included all University materials was created, instead of individual invoices and checks being issued by the agency and University. In total, the additional image campaign and the inclusion of all recruitment, fundraising and informational materials created for each of the colleges, placed the combined amount above the limit set by the 2005 contract with Carpenter, Sullivan, Sossaman Advertising. At the request of TBR, the University has offered an RFP for agency contract that will begin July 1, 2008, which encompasses the limits described above.</p>		
10) Explanation of the Need for or Requirement Placed on the Procuring Agency to Acquire the Service :		
<p>Additional funding has been set aside for the increase to promote our image and recruitment advertising campaigns. A consumer research revealed that the University should exploit its attributes through image advertising, community public relations messages and</p>		

strategic marketing initiatives. As a result, the University received approval for a new position to hire a Vice President of Marketing and Communication. Mr. Bob Eoff was hired in August 2007 and charged with increasing the promotion of the University's image and recruitment advertising campaigns. All marketing materials from each college are now being ordered through the University's Marketing Department.

**11) Explanation of Whether the Procuring Agency Bought the Service in the Past, & if so, What Procurement Method It Used :**

Yes, competitive bids

**12) Name & Address of the Proposed Contractor's Principal Owner(s) :**  
(not required if proposed contractor is a state education institution)

Carpenter Sullivan Sossaman; 400 Union Ave.; Memphis, TN 38103-3216

**13) Evidence of the Proposed Contractor's Experience and Length of Experience Providing the Service :**

Company has been in business since 1987. The University of Memphis has contracted with company since March 2000, via Request for Proposals.

**14) Documentation of Office for Information Resources Endorsement :**  
(required only if the subject service involves information technology)

select one:

☐

Documentation Not Applicable to this Request

☐

Documentation Attached to this Request

**15) Documentation of Department of Personnel Endorsement :**  
(required only if the subject service involves training for state employees)

select one:

☐

Documentation Not Applicable to this Request

☐

Documentation Attached to this Request

**16) Documentation of State Architect Endorsement :**  
(required only if the subject service involves construction or real property related services)

select one:

☐

Documentation Not Applicable to this Request

☐

Documentation Attached to this Request

**17) Description of Procuring Agency Efforts to Identify Reasonable, Competitive, Procurement Alternatives :**

Original master order, with renewal options was competitively bid

**18) Justification of Why the State Should Use Non-Competitive Negotiation Rather Than a Competitive Process :**  
(Being the "only known" or "best" service provider to perform the service as desired will not be deemed adequate justification.)

This master order was competitively bid in FY05, with renewal options, and will end June 30, 2008. The additional advertising/marketing services and costs are required by the University to accommodate an approved increase in UofM marketing efforts/strategies during this contract period. Continuity of services with this vendor is predicated on the vendor's experience and exclusive capabilities with the University's marketing strategy. Use of this vendor to complete the term of the contract is in the best interests of the University. The various colleges and departments are utilizing the agreement, in addition to the Marketing Department. Note: A new Request for Proposal (RFP) process was initiated last month and the University is in process of evaluating proposal responses to establish a new marketing and advertising contract, effective July 1, 2008.

**REQUESTING AGENCY HEAD SIGNATURE & DATE :**

(must be signed & dated by the ACTUAL procuring agency head as detailed on the Signature Certification on file with OCR— signature by an authorized signatory will be accepted only in documented exigent circumstances)

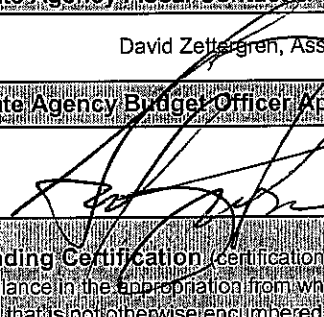


Agency Head Signature

5/29/08  
Date

# CONTRACT SUMMARY SHEET

021406

<b>RFS #</b>		<b>Contract #</b>	
<b>State Agency</b>		<b>State Agency Division</b>	
University of Memphis			
<b>Contractor Name</b>		<b>Contractor ID# (FEIN or SSN)</b>	
Carpenter Sullivan Sossaman		<input type="checkbox"/> C- or <input checked="" type="checkbox"/> X V- 621842496	
<b>Service Description</b>			
Advertising and Marketing Services			
<b>Contract BEGIN Date</b>	<b>Contract END Date</b>	<b>Subrecipient or Vendor?</b>	<b>CFDA #</b>
30-Sep-04	30-Jun-08	Vendor	
<b>Mark Each TRUE Statement</b>			
<input type="checkbox"/> Contractor is on STARS		<input checked="" type="checkbox"/> Contractor's Form W-9 is on file in Accounts	
<b>Allotment Code</b>	<b>Cost Center</b>	<b>Object Code</b>	<b>Fund</b>
332.74	610000	74470	110001
<b>FY</b>	<b>State</b>	<b>Federal</b>	<b>Interdepartmental</b>
FY05	\$ 400,000.00		
FY06	\$ 470,000.00		
FY07	\$ 400,000.00		
FY08	\$ 730,000.00		
<b>TOTAL</b>	\$ 2,000,000.00	\$ -	\$ -
<b>State Agency Fiscal Contact &amp; Telephone #</b>			
David Zettergren, Asst VP, Finance, 901-678-2261			
<b>FY</b>	<b>Base Contract &amp; Prior Amendments</b>	<b>THIS Amendment ONLY</b>	<b>State Agency Budget Officer Approval</b>
2005	\$ 400,000.00		
2006	\$ 470,000.00		
2007	\$ 400,000.00		
2008	\$ 400,000.00	\$ 330,000.00	
<b>Funding Certification</b> (certification required by T.C.A. § 9-4-5113 that there is a balance in the appropriation from which the obligated expenditure is required to be paid that is not otherwise encumbered to pay obligations previously incurred)			
<b>TOTAL</b>	\$ 1,670,000.00	\$ 330,000.00	
<b>End Date</b>			
<b>Contractor Ownership</b> (complete only for base contracts with contract # prefix FA or GR)			
<input type="checkbox"/> African American	<input type="checkbox"/> Person w/ Disability	<input type="checkbox"/> Hispanic	<input checked="" type="checkbox"/> Small Business <input checked="" type="checkbox"/> NOT disadvantaged
<input type="checkbox"/> Asian	<input type="checkbox"/> Female	<input type="checkbox"/> Native American	<input type="checkbox"/> OTHER minority/disadvantaged—
<b>Contractor Selection Method</b> (complete for ALL base contracts—N/A to amendments or delegated authorities)			
<input checked="" type="checkbox"/> RFP	<input type="checkbox"/> Competitive Negotiation	<input type="checkbox"/> Alternative Competitive Method	
<input type="checkbox"/> Non-Competitive Negotiation	<input type="checkbox"/> Negotiation w/ Government (eg, ID, GG, GU)	<input type="checkbox"/> Other	
<b>Procurement Process Summary</b> (complete for Alternative Method, Competitive Negotiation, Non-Competitive Negotiation, OR Other)			
Proposals were solicited in July 2004 for FY05, with renewal options not to exceed a total of five years. The award was made to Sossaman (currently Carpenter Sullivan Sossaman). A new contract will be established through a RFP process, effective July 1, 2008, or upon signing by all parties.			

# THE UNIVERSITY OF MEMPHIS®

Procurement Services  
115 Administration Bldg  
Memphis, TN 38152-3370  
Phone (901) 678-2265 Fax (901) 678-2102

## PURCHASE ORDER

THIS NUMBER MUST BE SHOWN ON ALL  
INVOICES, PACKAGES AND  
CORRESPONDENCE RELATED TO ORDER.

ISSUED TO: Carpenter Sullivan Sossaman  
Rob Hoerter  
400 Union Ave  
Memphis TN 38103-3216

PO Number: **P0015831**

Issue Date: 08/07/07

Page No: 1

Delivery Date: 08/07/07

Vendor ID: U00005194

Please supply the following items or services in accordance with terms of your quotation, to the University of Memphis, Memphis, TN. ALL DELIVERY CHARGES ARE TO BE PREPAID AND INCLUDED IN THE PRICES SHOWN UNLESS OTHERWISE INDICATED BELOW. Cash discounts, when authorized, will be computed from the date of delivery or from the date correct invoices are received, whichever is later.

### SHIP TO:

### SEND INVOICE IN DUPLICATE TO:

S  
H  
I  
P  
P  
I  
N  
G

303 Administration Bldg  
3720 Alumni Dr  
Memphis TN 38152-3370  
ATTN: Pamela DeShields

B  
I  
L  
L  
I  
N  
G

University of Memphis  
Accounting Office  
275 Administration Bldg  
Memphis, Tennessee 38152-3370

THE UNIVERSITY OF MEMPHIS IS AN EQUAL OPPORTUNITY, NON-RACIALLY IDENTIFIABLE, EDUCATIONAL INSTITUTION THAT DOES NOT DISCRIMINATE AGAINST INDIVIDUALS WITH DISABILITIES.

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENSION
			<p>Reference Bid No. B500860, FY05-M500920-1ST YR, FY06-P0000447-2ND YR, FY07-P0008497-3RD YR, FY08-P0015831-4TH YR, FY09-5TH AND FINAL YEAR. THIS WILL RE-BID FOR FY10</p> <p>The parties agree that the following shall be essential Terms and Conditions of this Blanket/Master Order Contract Agreement.</p> <p>1. The entire contract between the parties consists of this Blanket/Master Order, The Request for Proposals (Referenced herein), Contractor's Proposal response and any Addenda and/or Amendments to this Blanket/Master order Hereafter executed. In the event of conflicting provisions, the documents shall be construed according to the following priority: Addenda and/or Amendments</p>		
TOTAL:					CONTINUED

REVIEWED  
AS TO LEGAL FORM & CONTENT

WJC vcm

OFFICE OF LEGAL COUNSEL

8/8/07

DATE

MSDS SHEETS MUST BE FURNISHED WITH SHIPMENT FOR APPLICABLE PRODUCTS. IF MAILED SEPARATELY FROM SHIPMENT, OUR PURCHASE ORDER NUMBER MUST BE SHOWN ON THE SHEET.

DROP SHIPMENTS MUST SHOW ORIGINAL VENDOR AND OUR ORDER NUMBER.

AUTHORIZED  
SIGNATURE:

FOR THE UNIVERSITY OF MEMPHIS

ACCOUNTING INFORMATION:

110001-610000-74470 400,000.00

Approved By: Dr. Shirley C. Raines, President

Approved:

TBR

VENDOR COPY

# THE UNIVERSITY OF MEMPHIS®

Procurement Services  
115 Administration Bldg  
Memphis, TN 38152-3370  
Phone (901) 678-2265 Fax (901) 678-2102

## PURCHASE ORDER

THIS NUMBER MUST BE SHOWN ON ALL  
INVOICES, PACKAGES AND  
CORRESPONDENCE RELATED TO ORDER.

ISSUED  
TO:

Carpenter Sullivan Sossaman  
Rob Hoerter  
400 Union Ave  
Memphis TN 38103-3216

PO Number: **P0015831**

Issue Date: 08/07/07

Page No: 2

Delivery Date: 08/07/07

Vendor ID: U00005194

Please supply the following items or services in accordance with terms of your quotation, to the University of Memphis, Memphis, TN. ALL DELIVERY CHARGES ARE TO BE PREPAID AND INCLUDED IN THE PRICES SHOWN UNLESS OTHERWISE INDICATED BELOW. Cash discounts, when authorized, will be computed from the date of delivery or from the date correct invoices are received, whichever is later.

SHIP TO:

SEND INVOICE IN DUPLICATE TO:

S  
H  
I  
P  
P  
I  
N  
G

303 Administration Bldg  
3720 Alumni Dr  
Memphis TN 38152-3370  
ATTN: Pamela DeShields

B  
I  
L  
L  
I  
N  
G

University of Memphis  
Accounting Office  
275 Administration Bldg  
Memphis, Tennessee 38152-3370

THE UNIVERSITY OF MEMPHIS IS AN EQUAL OPPORTUNITY, NON-RACIALLY IDENTIFIABLE, EDUCATIONAL INSTITUTION THAT DOES NOT DISCRIMINATE AGAINST INDIVIDUALS WITH DISABILITIES.

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENSION
			<p>(most recent with first priority) to this Blanket/ Master Order, This Blanket/Master Order, University's Request for Proposal, and Contractor's Proposal, However in any event the University's standard bid/proposal form Terms and Conditions takes precedent over the Contractor's response.</p> <p>2. The Contractor (and/or supplier) warrants that no part of the total contract amount herein shall be paid directly or indirectly to any officer or employee of the University or the State of Tennessee as wages, compensation, or gifts in exchange for acting as officer, agent, employee, sub-contractor, or consultant to the contractor in connection with any work contemplated or formed relative to this Blanket/Master order.</p>		
				<b>TOTAL:</b>	CONTINUED

MSDS SHEETS MUST BE FURNISHED WITH SHIPMENT FOR APPLICABLE PRODUCTS. IF MAILED SEPARATELY FROM SHIPMENT, OUR PURCHASE ORDER NUMBER MUST BE SHOWN ON THE SHEET.

DROP SHIPMENTS MUST SHOW ORIGINAL VENDOR AND OUR ORDER NUMBER.

AUTHORIZED  
SIGNATURE: \_\_\_\_\_

FOR THE UNIVERSITY OF MEMPHIS

ACCOUNTING INFORMATION:

110001-610000-74470 400,000.00

VENDOR COPY

# THE UNIVERSITY OF MEMPHIS

Procurement Services  
115 Administration Bldg  
Memphis, TN 38152-3370  
Phone (901) 678-2265 Fax (901) 678-2102

## PURCHASE ORDER

THIS NUMBER MUST BE SHOWN ON ALL  
INVOICES, PACKAGES AND  
CORRESPONDENCE RELATED TO ORDER.

ISSUED  
TO:

Carpenter Sullivan Sossaman  
Rob Hoerter  
400 Union Ave  
Memphis TN 38103-3216

PO Number: **P0015831**

Issue Date: 08/07/07

Page No: 3

Delivery Date: 08/07/07

Vendor ID: U00005194

Please supply the following items or services in accordance with terms of your quotation, to the University of Memphis, Memphis, TN. ALL DELIVERY CHARGES ARE TO BE PREPAID AND INCLUDED IN THE PRICES SHOWN UNLESS OTHERWISE INDICATED BELOW. Cash discounts, when authorized, will be computed from the date of delivery or from the date correct invoices are received, whichever is later.

### SHIP TO:

### SEND INVOICE IN DUPLICATE TO:

S  
H  
I  
P  
P  
I  
N  
G

303 Administration Bldg  
3720 Alumni Dr  
Memphis TN 38152-3370  
ATTN: Pamela DeShields

B  
I  
L  
L  
I  
N  
G

University of Memphis  
Accounting Office  
275 Administration Bldg  
Memphis, Tennessee 38152-3370

THE UNIVERSITY OF MEMPHIS IS AN EQUAL OPPORTUNITY, NON-RACIALLY IDENTIFIABLE, EDUCATIONAL INSTITUTION THAT DOES NOT DISCRIMINATE AGAINST INDIVIDUALS WITH DISABILITIES.

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENSION
			<p>3. This Blanket/Master order may be terminated by either party by giving written notice to the other at least thirty (30) days before the effective date of termination. In the event, the supplier shall be entitled to receive just and equitable compensation for any satisfactory authorized work completed as of the termination date.</p> <p>4. If the supplier/contractor fails to fulfill in timely and proper manner the supplier's obligations under this Blanket/Master Order, or if the supplier shall violate any of the terms of this Blanket/Master order, the University shall have the right to immediately terminate this Blanket/Master order and withhold payments in excess of fair compensation for work completed. Notwithstanding the above, the supplier shall not</p>		
				<b>TOTAL:</b>	<b>CONTINUED</b>

MSDS SHEETS MUST BE FURNISHED WITH SHIPMENT FOR APPLICABLE PRODUCTS. IF MAILED SEPARATELY FROM SHIPMENT, OUR PURCHASE ORDER NUMBER MUST BE SHOWN ON THE SHEET.

DROP SHIPMENTS MUST SHOW ORIGINAL VENDOR AND OUR ORDER NUMBER.

AUTHORIZED  
SIGNATURE: \_\_\_\_\_

FOR THE UNIVERSITY OF MEMPHIS

ACCOUNTING INFORMATION:

110001-610000-74470 400,000.00

VENDOR COPY



# THE UNIVERSITY OF MEMPHIS

Procurement Services  
115 Administration Bldg  
Memphis, TN 38152-3370  
Phone (901) 678-2265 Fax (901) 678-2102

## PURCHASE ORDER

THIS NUMBER MUST BE SHOWN ON ALL  
INVOICES, PACKAGES AND  
CORRESPONDENCE RELATED TO ORDER.

ISSUED TO: Carpenter Sullivan Sossaman  
Rob Hoerter  
400 Union Ave  
Memphis TN 38103-3216

PO Number: **P0015831**

Issue Date: 08/07/07

Page No: 4

Delivery Date: 08/07/07

Vendor ID: U00005194

Please supply the following items or services in accordance with terms of your quotation, to the University of Memphis, Memphis, TN. ALL DELIVERY CHARGES ARE TO BE PREPAID AND INCLUDED IN THE PRICES SHOWN UNLESS OTHERWISE INDICATED BELOW. Cash discounts, when authorized, will be computed from the date of delivery or from the date correct invoices are received, whichever is later.

### SHIP TO:

### SEND INVOICE IN DUPLICATE TO:

S  
H  
I  
P  
P  
I  
N  
G

303 Administration Bldg  
3720 Alumni Dr  
Memphis TN 38152-3370  
ATTN: Pamela DeShields

B  
I  
L  
L  
I  
N  
G

University of Memphis  
Accounting Office  
275 Administration Bldg  
Memphis, Tennessee 38152-3370

THE UNIVERSITY OF MEMPHIS IS AN EQUAL OPPORTUNITY, NON-RACIALLY IDENTIFIABLE, EDUCATIONAL INSTITUTION THAT DOES NOT DISCRIMINATE AGAINST INDIVIDUALS WITH DISABILITIES.

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENSION
			<p>be relieved of liability to the University for damages sustained by virtue of any breach of this Blanket/Master order by the supplier.</p> <p>5. The supplier shall maintain documentation for all charges against the University under this Blanket/Master order. The books, records and documents of the supplier, insofar as they relate to work performed or money received under this Blanket/Master order shall be maintained for a period of three (3) full years from the date of final payment, and be subject to audit, at any reasonable time and upon reasonable notice, by the University or the Comptroller of the Treasury, State of Tennessee, or their duly appointed representatives.</p> <p>6. Any and all claims against the University for</p>		
<b>TOTAL:</b>					<b>CONTINUED</b>

MSDS SHEETS MUST BE FURNISHED WITH SHIPMENT FOR APPLICABLE PRODUCTS. IF MAILED SEPARATELY FROM SHIPMENT, OUR PURCHASE ORDER NUMBER MUST BE SHOWN ON THE SHEET.

DROP SHIPMENTS MUST SHOW ORIGINAL VENDOR AND OUR ORDER NUMBER.

AUTHORIZED  
SIGNATURE: \_\_\_\_\_

FOR THE UNIVERSITY OF MEMPHIS

ACCOUNTING INFORMATION:

110001-610000-74470 400,000.00

VENDOR COPY

# THE UNIVERSITY OF MEMPHIS®

Procurement Services  
115 Administration Bldg  
Memphis, TN 38152-3370  
Phone (901) 678-2265 Fax (901) 678-2102

## PURCHASE ORDER

THIS NUMBER MUST BE SHOWN ON ALL  
INVOICES, PACKAGES AND  
CORRESPONDENCE RELATED TO ORDER.

ISSUED  
TO:

Carpenter Sullivan Sossaman  
Rob Hoerter  
400 Union Ave  
Memphis TN 38103-3216

PO Number: **P0015831**

Issue Date: 08/07/07

Page No: 5

Delivery Date: 08/07/07

Vendor ID: U00005194

Please supply the following items or services in accordance with terms of your quotation, to the University of Memphis, Memphis, TN. ALL DELIVERY CHARGES ARE TO BE PREPAID AND INCLUDED IN THE PRICES SHOWN UNLESS OTHERWISE INDICATED BELOW. Cash discounts, when authorized, will be computed from the date of delivery or from the date correct invoices are received, whichever is later.

### SHIP TO:

### SEND INVOICE IN DUPLICATE TO:

S  
H  
I  
P  
P  
I  
N  
G

303 Administration Bldg  
3720 Alumni Dr  
Memphis TN 38152-3370  
ATTN: Pamela DeShields

B  
I  
L  
L  
I  
N  
G

University of Memphis  
Accounting Office  
275 Administration Bldg  
Memphis, Tennessee 38152-3370

THE UNIVERSITY OF MEMPHIS IS AN EQUAL OPPORTUNITY, NON-RACIALLY IDENTIFIABLE, EDUCATIONAL INSTITUTION THAT DOES NOT DISCRIMINATE AGAINST INDIVIDUALS WITH DISABILITIES.

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENSION
			<p>personal injury and/or property damage resulting from the negligence of the University shall be submitted to the Board of Claims or Claims Commission pursuant to T. C. A. Section 9-8-301, et seq.</p> <p>7. The supplier shall not assign this order or enter into subcontracts for any of the work described herein, without obtaining the prior written approval of the University or the Tennessee State Board of Regents, as appropriate. Approval shall not be given if the proposed subcontractor was or is currently ineligible to bid on the contract.</p> <p>8. Travel related issues are subject to the rules of the TBR Travel Policy.</p>		
				<b>TOTAL:</b>	<b>CONTINUED</b>

MSDS SHEETS MUST BE FURNISHED WITH SHIPMENT FOR APPLICABLE PRODUCTS. IF MAILED SEPARATELY FROM SHIPMENT, OUR PURCHASE ORDER NUMBER MUST BE SHOWN ON THE SHEET.

DROP SHIPMENTS MUST SHOW ORIGINAL VENDOR AND OUR ORDER NUMBER.

AUTHORIZED  
SIGNATURE: \_\_\_\_\_

FOR THE UNIVERSITY OF MEMPHIS

ACCOUNTING INFORMATION:

110001-610000-74470 400,000.00

VENDOR COPY

# THE UNIVERSITY OF MEMPHIS®

Procurement Services  
115 Administration Bldg  
Memphis, TN 38152-3370  
Phone (901) 678-2265 Fax (901) 678-2102

## PURCHASE ORDER

THIS NUMBER MUST BE SHOWN ON ALL  
INVOICES, PACKAGES AND  
CORRESPONDENCE RELATED TO ORDER.

ISSUED  
TO:

Carpenter Sullivan Sossaman  
Rob Hoerter  
400 Union Ave  
Memphis TN 38103-3216

PO Number: **P0015831**

Issue Date: 08/07/07

Page No: 6

Delivery Date: 08/07/07

Vendor ID: U00005194

Please supply the following items or services in accordance with terms of your quotation, to the University of Memphis, Memphis, TN. ALL DELIVERY CHARGES ARE TO BE PREPAID AND INCLUDED IN THE PRICES SHOWN UNLESS OTHERWISE INDICATED BELOW. Cash discounts, when authorized, will be computed from the date of delivery or from the date correct invoices are received, whichever is later.

### SHIP TO:

### SEND INVOICE IN DUPLICATE TO:

S  
H  
I  
P  
P  
I  
N  
G

303 Administration Bldg  
3720 Alumni Dr  
Memphis TN 38152-3370  
ATTN: Pamela DeShields

B  
I  
L  
L  
I  
N  
G

University of Memphis  
Accounting Office  
275 Administration Bldg  
Memphis, Tennessee 38152-3370

THE UNIVERSITY OF MEMPHIS IS AN EQUAL OPPORTUNITY, NON-RACIALLY IDENTIFIABLE, EDUCATIONAL INSTITUTION THAT DOES NOT DISCRIMINATE AGAINST INDIVIDUALS WITH DISABILITIES.

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENSION
			<p>This Order is subject to cancellation upon a thirty (30) day written notice. This order does not guarantee that any funds will be spent on this order.</p> <p>Certificate of Insurance and all bonds as required in referenced bid, are required to be on file in Procurement Services prior to starting this project.</p> <p>The following product (s) description has been summarized. Product (s) delivered against this order must be made in accordance with the referenced quotation/proposal document (s).</p> <p>The University of Memphis reserves the right to</p>		
				<b>TOTAL:</b>	<b>CONTINUED</b>

MSDS SHEETS MUST BE FURNISHED WITH SHIPMENT FOR APPLICABLE PRODUCTS. IF MAILED SEPARATELY FROM SHIPMENT, OUR PURCHASE ORDER NUMBER MUST BE SHOWN ON THE SHEET.

DROP SHIPMENTS MUST SHOW ORIGINAL VENDOR AND OUR ORDER NUMBER.

AUTHORIZED  
SIGNATURE: \_\_\_\_\_

FOR THE UNIVERSITY OF MEMPHIS

ACCOUNTING INFORMATION:

110001-610000-74470 400,000.00

VENDOR COPY

# THE UNIVERSITY OF MEMPHIS®

Procurement Services  
115 Administration Bldg  
Memphis, TN 38152-3370  
Phone (901) 678-2265 Fax (901) 678-2102

## PURCHASE ORDER

THIS NUMBER MUST BE SHOWN ON ALL  
INVOICES, PACKAGES AND  
CORRESPONDENCE RELATED TO ORDER.

ISSUED TO: Carpenter Sullivan Sossaman  
Rob Hoerter  
400 Union Ave  
Memphis TN 38103-3216

PO Number: **P0015831**

Issue Date: 08/07/07

Page No: 7

Delivery Date: 08/07/07

Vendor ID: U00005194

Please supply the following items or services in accordance with terms of your quotation, to the University of Memphis, Memphis, TN. ALL DELIVERY CHARGES ARE TO BE PREPAID AND INCLUDED IN THE PRICES SHOWN UNLESS OTHERWISE INDICATED BELOW. Cash discounts, when authorized, will be computed from the date of delivery or from the date correct invoices are received, whichever is later.

### SHIP TO:

### SEND INVOICE IN DUPLICATE TO:

S  
H  
I  
P  
P  
I  
N  
G  
303 Administration Bldg  
3720 Alumni Dr  
Memphis TN 38152-3370  
ATTN: Pamela DeShields

B  
I  
L  
L  
I  
N  
G

University of Memphis  
Accounting Office  
275 Administration Bldg  
Memphis, Tennessee 38152-3370

THE UNIVERSITY OF MEMPHIS IS AN EQUAL OPPORTUNITY, NON-RACIALLY IDENTIFIABLE, EDUCATIONAL INSTITUTION THAT DOES NOT DISCRIMINATE AGAINST INDIVIDUALS WITH DISABILITIES.

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENSION
			<p>consider the negotiation of this contract/order subject to annual renewal for up to four (4) additional years, after the first initial year. The "so-called" five (5) year contract/order will be reviewed annually as to renewal. The University in accordance with the Tennessee Code Annotated, reserves the right to cancel this term contract/order upon a thirty (30)day written notice. However, if the contract/order is not renewed, or the University does not provide any information as to the renewal status of this contract/order, the term of this contract/order is automatically cancelled at the end of the current fiscal year.</p> <p>The Dollar amounts listed on this order are estimated and in NO Way are guaranteed to be used</p>		
<b>TOTAL:</b>					<b>CONTINUED</b>

MSDS SHEETS MUST BE FURNISHED WITH SHIPMENT FOR APPLICABLE PRODUCTS. IF MAILED SEPARATELY FROM SHIPMENT, OUR PURCHASE ORDER NUMBER MUST BE SHOWN ON THE SHEET.

DROP SHIPMENTS MUST SHOW ORIGINAL VENDOR AND OUR ORDER NUMBER.

AUTHORIZED  
SIGNATURE: \_\_\_\_\_

FOR THE UNIVERSITY OF MEMPHIS

ACCOUNTING INFORMATION:

110001-610000-74470 400,000.00

VENDOR COPY

# THE UNIVERSITY OF MEMPHIS®

Procurement Services  
115 Administration Bldg  
Memphis, TN 38152-3370  
Phone (901) 678-2265 Fax (901) 678-2102

## PURCHASE ORDER

THIS NUMBER MUST BE SHOWN ON ALL  
INVOICES, PACKAGES AND  
CORRESPONDENCE RELATED TO ORDER.

**ISSUED TO:** Carpenter Sullivan Sossaman  
Rob Hoerter  
400 Union Ave  
Memphis TN 38103-3216

PO Number: **P0015831**

Issue Date: 08/07/07

Page No: 8

Delivery Date: 08/07/07

Vendor ID: U00005194

Please supply the following items or services in accordance with terms of your quotation, to the University of Memphis, Memphis, TN. ALL DELIVERY CHARGES ARE TO BE PREPAID AND INCLUDED IN THE PRICES SHOWN UNLESS OTHERWISE INDICATED BELOW. Cash discounts, when authorized, will be computed from the date of delivery or from the date correct invoices are received, whichever is later.

### SHIP TO:

### SEND INVOICE IN DUPLICATE TO:

S  
H  
I  
P  
P  
I  
N  
G

303 Administration Bldg  
3720 Alumni Dr  
Memphis TN 38152-3370  
ATTN: Pamela DeShields

B  
I  
L  
L  
I  
N  
G

University of Memphis  
Accounting Office  
275 Administration Bldg  
Memphis, Tennessee 38152-3370

THE UNIVERSITY OF MEMPHIS IS AN EQUAL OPPORTUNITY, NON-RACIALLY IDENTIFIABLE, EDUCATIONAL INSTITUTION THAT DOES NOT DISCRIMINATE AGAINST INDIVIDUALS WITH DISABILITIES.

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENSION
1	1.00	LOT	<p>or obligated to be spent against this order. The amount that is spent may be less or more than the stated amount on this order. The amounts on this order are for budget information only.</p> <p>Marketing and Publications services For the on call needs and requirements of Marketing and Publications services to provide advertising and public relations services to promote the mission of the University of Memphis as outlined in our RFP no. B500860, at the prices as listed within your pricing data as adjusted and revised for reasons and subject to negotiations for any other area not covered within the RFP</p>	400,000.0000	400,000.00
<b>TOTAL:</b>					<b>CONTINUED</b>

MSDS SHEETS MUST BE FURNISHED WITH SHIPMENT FOR APPLICABLE PRODUCTS. IF MAILED SEPARATELY FROM SHIPMENT, OUR PURCHASE ORDER NUMBER MUST BE SHOWN ON THE SHEET.

DROP SHIPMENTS MUST SHOW ORIGINAL VENDOR AND OUR ORDER NUMBER.

AUTHORIZED  
SIGNATURE: \_\_\_\_\_

FOR THE UNIVERSITY OF MEMPHIS

ACCOUNTING INFORMATION:

110001-610000-74470 400,000.00

VENDOR COPY

# THE UNIVERSITY OF MEMPHIS®

Procurement Services  
115 Administration Bldg  
Memphis, TN 38152-3370  
Phone (901) 678-2265 Fax (901) 678-2102

## PURCHASE ORDER

THIS NUMBER MUST BE SHOWN ON ALL  
INVOICES, PACKAGES AND  
CORRESPONDENCE RELATED TO ORDER.

ISSUED  
TO:

Carpenter Sullivan Sossaman  
Rob Hoerter  
400 Union Ave  
Memphis TN 38103-3216

PO Number: **P0015831**

Issue Date: 08/07/07

Page No: 9

Delivery Date: 08/07/07

Vendor ID: U00005194

Please supply the following items or services in accordance with terms of your quotation, to the University of Memphis, Memphis, TN. ALL DELIVERY CHARGES ARE TO BE PREPAID AND INCLUDED IN THE PRICES SHOWN UNLESS OTHERWISE INDICATED BELOW. Cash discounts, when authorized, will be computed from the date of delivery or from the date correct invoices are received, whichever is later.

### SHIP TO:

### SEND INVOICE IN DUPLICATE TO:

S  
H  
I  
P  
P  
I  
N  
G

303 Administration Bldg  
3720 Alumni Dr  
Memphis TN 38152-3370  
ATTN: Pamela DeShields

B  
I  
L  
L  
I  
N  
G

University of Memphis  
Accounting Office  
275 Administration Bldg  
Memphis, Tennessee 38152-3370

THE UNIVERSITY OF MEMPHIS IS AN EQUAL OPPORTUNITY, NON-RACIALLY IDENTIFIABLE, EDUCATIONAL INSTITUTION THAT DOES NOT DISCRIMINATE AGAINST INDIVIDUALS WITH DISABILITIES.

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENSION
			subject to be within the best interest of the University of Memphis. All of the reference materials, the RFP no. B500860, Sossaman's response to the RFP are all made a part of this blanket standing order the same as if copied in full herein.		
				<b>TOTAL:</b>	<b>400,000.00</b>

MSDS SHEETS MUST BE FURNISHED WITH SHIPMENT FOR APPLICABLE PRODUCTS. IF MAILED SEPARATELY FROM SHIPMENT, OUR PURCHASE ORDER NUMBER MUST BE SHOWN ON THE SHEET.

DROP SHIPMENTS MUST SHOW ORIGINAL VENDOR AND OUR ORDER NUMBER.

AUTHORIZED  
SIGNATURE: \_\_\_\_\_

FOR THE UNIVERSITY OF MEMPHIS

ACCOUNTING INFORMATION:

110001-610000-74470 400,000.00

VENDOR COPY

**University of Memphis**  
**Purchase Order – Standard terms and Conditions**

1. **THE ORDER**-Furnish the material or services specified in full accordance with conditions printed on the face and back hereof, and any other attachments made a part of this order.
2. **TERMS OF SALE**-Preferred: F.O.B. Destination, Prepaid with freight included in pricing; Acceptable: F.O.B. Destination, Prepay & Add, and freight added to invoice UNLESS another point has been specified by the University of Memphis (University). No unauthorized or collect shipments accepted.
3. **IDENTIFICATION OF ORDER**-The Purchase Order Number must appear on all invoices, correspondence containers, shipping papers, and packing lists.
4. **CORRESPONDENCE**-All correspondence pertaining to this order must be addressed as follows: University of Memphis, Buyer Name, Procurement Services, 115 Administration Bldg, Memphis, TN 38152-3370.
5. **BILLING INSTRUCTIONS**-a. 2-Part Invoice within five (5) days after shipment of material; b. Invoice must show cash discounts. Cash discounts when authorized, will be computed from the date correct invoices are received, c. Send SEPARATE invoices for EACH AND EVERY shipment; d. Submit invoices for returnable containers, stating terms and conditions for return thereof.
6. **TAXES**-do not include Federal Excise or State Tax on your invoices. University is exempt from these taxes. Appropriate certification of exemptions will be furnished upon reasonable request.
7. **INVOICE TERMS**-Time in connection with discounts offered will be computed from date of the delivery of the supplies or services to carrier when final inspection and acceptance are at point of origin, or from date of delivery at destination when final inspection and acceptance are at the destination point or from date correct invoice is received if the later date is later than the date of delivery.
8. **CONTRACTUAL REMEDIES**-The University shall not be bound by any limitations on remedies available to the University of other TBR Institutions. Any attempt to contractually limit remedies will be void on its faces.
9. **MATERIALS/EQUIPMENT**-Unless specifically called for in the Purchase Order, all items shall be new and unused. The Seller warrants that the supplies delivered hereunder shall be free from all defects in material and workmanship and shall comply with all the requirements of this order for a period of ninety (90) days from the date such supplies are accepted unless otherwise provided herein.
10. **PACKING LIST**-A detailed packing list showing the purchase order must accompany all shipments.
11. **INSPECTION**-All supplies purchased hereunder are subject to inspection and rejection upon receipt by the University, and rejected supplies will be returned at the Seller's expense. Transportation charges paid by the University in returning rejected supplies shall be reimbursed by the Seller. The University's count shall be final and conclusive on all shipments not accompanied by a packing list. In addition to the right to return rejected supplies, in the event of delivery of supplies not in accordance with the requirements of this order, the University may notify the Seller of such damages or deficiencies and if not repaired or corrected by the Seller within ten (10) days after receipt of such notice, or such additional time as may be mutually agreed to by the University and the Seller, the University shall have the right to correct any damages, defects, insufficiencies or improprieties therein and do any other work necessary to put the supplies in condition for the use intended and the cost of such correction shall be deducted from the monies due the Seller under this order.
12. **CHANGES**-The University may at any time by written instructions make changes, within the general scope of this order, in any one or more of the following: a.) Quantity or specifications; b.) Method of shipment or packing; and c.) Place of delivery. If any such change causes any increase or decrease in the cost of, or time required for, performance of this order, any equitable adjustment shall be made in the order price or delivery schedule, or both and the order shall be modified in writing accordingly. Any claim by the Seller for adjustment under this paragraph must be asserted within thirty (30) days from date of receipt by the Seller of the notification or change, provided however, that the University may receive and act upon such claim asserted at any time prior to final payment under this order.
13. **VARIATIONS IN QUANTITIES**-Unless otherwise specified on the face of this order, any variation in the quantities herein called for, not exceeding 10%, will be accepted as compliance with the order when caused by conditions of loading, shipping, packing or allowance in manufacturing process, and payments shall be adjusted accordingly.
14. **PAYMENT**-The Seller shall be paid, upon the submission of invoices or vouchers, the prices stipulated herein for supplies delivered and accepted or services rendered in completion, less deductions, if any, in accordance with the provisions of the Tennessee Prompt Pay Act of 1985.
15. **CANCELLATION OF ORDER**-This purchase order or any part thereof may be canceled by either the University or the Seller with the giving of thirty (30) days notice of intent to cancel for reasons including, but not limited to, the following: The University may cancel for costs exceeding the purchase order prices; late delivery, and failure of the Seller to comply with the terms and conditions specified herein. Seller may request cancellation of a purchase order if the Seller is prevented from performance by an act of war, order of a legal authority, act of God, or other unavoidable causes not attributed to the fault or negligence of the Seller.
16. **ERRORS**-In case of error in calculation or typing, the quoted unit price will be used as the basis for correction of this order.
17. **NONDISCRIMINATION**-The parties agree to comply with Title VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Americans with Disabilities Act of 1990, Executive Order 11,246 and the related regulations to each. Each party assures that it will not discriminate against any individual including, but not limited to, employees or applicants for employment and/or students because of race, religion, creed, color, gender, age, disability, veteran status or national origin. The parties also agree to take affirmative action to ensure that applicants are employed and that employees are treated during the employment without regard to their race, religion, creed, color, gender, age, disability, veteran status or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation, and selection available to employees and applicants for employment.
18. **COMPLIANCE WITH FEDERAL AND STATE LAWS**-The Seller shall comply with all applicable Federal and State Laws and regulations in the performance of the Contract. The Contract shall be governed by and subject to the laws of the State of Tennessee.
19. **MATERIAL SAFETY DATA SHEETS**-An up-to-date Material Safety Data Sheet (MSDS) must accompany all goods requiring one in accordance with current State of Tennessee and Federal laws, rules and regulations.
20. **COPYRIGHTED/LICENSED PRODUCTS**-Seller must be an authorized dealer for selling copyrighted/licensed products under this purchase order. Notwithstanding this, Seller assumes responsibility for any and all liabilities associated with the selling of these products or services upon acceptance of purchase order.
21. **ACCEPTANCE OF TERMS**
  - a. The goods and/or services shall be furnished by the Seller subject to and in accordance with this order. Seller's acceptance of this order shall constitute agreement to be bound by and comply with all terms and conditions set forth herein. Written acceptance or shipment of all or any portion of the goods or the performance of all or any portion of the services covered by this order by the Seller shall constitute unqualified acceptance of all its terms and conditions.
  - b. Any additional or different terms and conditions shall not become part of the order, despite the University's receipt thereof unless the University specifically agrees in writing to the inclusion. The Seller's quotation, if any, is incorporated and made a part of this Purchase Order only to the extent of specifying the nature and description of the goods or services ordered, and then only to the extent that such items are consistent with the other terms of this Purchase Order and/or the University's Request for Quotation.
22. **INSURANCE**-Seller agrees to furnish Workers' Compensation Insurance in the amounts required by law. Public Liability and Property Damage coverage shall be for all operations under the proposal for at least \$100,000 for one person and \$300,000 for each accident for bodily injury or death; and for property damage at least \$50,000 for each accident, plus coverage for the equipment being moved. Certificate of Insurance is to be on file with the University's Procurement Services Office prior to performing any work or service on the University's campus.
23. **FUNDING OUT CLAUSE**-This Purchase Order is subject to the allotment of state and/or federal funds, and may be null and void unless funds have been appropriated and are available for the purchase of the service or item, which forms the basis of the Contract.
24. **SIGNATURE**-Only University Purchase Orders with authorized Signatures may contractually bind the University.
25. **AUDIT**-The Contractor shall maintain documentation for all charges against the TBR and payment made by the University under this Contract. The books, records and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of final payment. These documents shall be subject to audit at any time and upon reasonable notice, by University or the Comptroller of the Treasury or their duly appointed representatives. The Contractor's financial statements shall be prepared in accordance with generally accepted accounting principles.
26. **Illegal Immigrants** - By acceptance of this purchase order, the vendor is attesting that the vendor will not knowingly utilize the services of any subcontractor that does so in delivery of the goods/services under this order. If the vendor is discovered to have breached this attestation, the vendor shall be prohibited from supplying goods/services to any TBR institution/state for a period of one (1) year from the date of discovery of the breach. Rules of Finance and Administration, 0620.

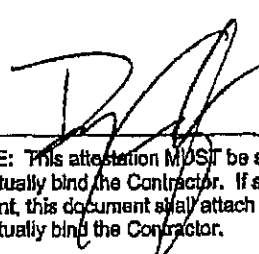
ATTACHMENT 1

ATTESTATION RE PERSONNEL USED IN CONTRACT  
PERFORMANCE

CONTRACT NUMBER:	06-243
CONTRACTOR LEGAL ENTITY NAME:	Carpenter Sullivan Sossaman, L.L.C.
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	62-1842496

The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.

SIGNATURE &  
DATE:

  
NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. If said individual is not the chief executive or president, this document shall attach evidence showing the individual's authority to contractually bind the Contractor.



# CONTRACT SUMMARY SHEET

021406

RFS #				Contract #			
State/Agency				State/Agency Division			
University of Memphis							
Contractor Name				Contractor ID# (FEIN or SSN)			
Carpenter Sullivan Sossaman				C- or <input checked="" type="checkbox"/> V- 621842496			
Service Description							
Advertising and Marketing Services							
Contract BEGIN Date		Contract END Date		Subrecipient or Vendor?		CFDA #	
30-Sep-04		30-Jun-08		Vendor			
Mark Each TRUE Statement							
<input type="checkbox"/> Contractor is on STARS				<input checked="" type="checkbox"/> Contractor's Form W-9 is on file in Accounts			
Allotment Code		Cost Center		Object Code		Fund	
332.74		610000		74470		110001	
FY		State		Federal		Interdepartmental	
FY05		\$ 400,000.00					
FY06		\$ 470,000.00					
FY07		\$ 400,000.00					
FY08		\$ 400,000.00					
TOTAL		\$ 1,670,000.00		\$ -		\$ 1,670,000.00	
COMPLETE FOR AMENDMENTS ONLY				State/Agency Fiscal Contact & Telephone #			
FY		Base Contract & Prior Amendments		THIS Amendment ONLY		David Zettergren, Asst VP, Finance, 901-678-2261	
2005		\$ 400,000.00				State/Agency Budget Officer Approval	
2006		\$ 470,000.00					
2007		\$ 400,000.00					
2008		\$ 400,000.00					
TOTAL		\$ 1,670,000.00		\$ -			
End Date							
Contractor Ownership (complete only for base contracts with contract # prefix IFA or GR)							
<input type="checkbox"/> African American		<input type="checkbox"/> Person w/ Disability		<input type="checkbox"/> Hispanic		<input checked="" type="checkbox"/> Small Business	
<input type="checkbox"/> Asian		<input type="checkbox"/> Female		<input type="checkbox"/> Native American		<input checked="" type="checkbox"/> NOT disadvantaged	
						OTHER minority/disadvantaged—	
Contractor Selection Method (complete for ALL base contracts—N/A to amendments or delegated authorities)							
<input checked="" type="checkbox"/> RFP		<input type="checkbox"/> Competitive Negotiation		<input type="checkbox"/> Alternative Competitive Method			
<input type="checkbox"/> Non-Competitive Negotiation		<input type="checkbox"/> Negotiation w/ Government (eg, ID, GG, GU)		<input type="checkbox"/> Other			
Procurement Process Summary (complete for Alternative Method, Competitive Negotiation, Non-Competitive Negotiation, OR Other)							
<p>Proposals were solicited in July 2004 for FY05, with renewal options not to exceed a total of five years. The award was made to Sossaman (currently Carpenter Sullivan Sossaman). A new contract will be established through a RFP process, effective July 1, 2008, or upon signing by all parties.</p>							

# THE UNIVERSITY OF MEMPHIS

Procurement Services  
115 Administration Bldg  
Memphis, TN 38152-3370  
Phone (901) 678-2265 Fax (901) 678-2102

## PURCHASE ORDER

THIS NUMBER MUST BE SHOWN ON ALL  
INVOICES, PACKAGES AND  
CORRESPONDENCE RELATED TO ORDER.

ISSUED TO: Carpenter Sullivan Sossaman  
Rob Hoerter  
400 Union Ave  
Memphis TN 38103-3216

PO Number: **P0015831**

Issue Date: 08/07/07

Page No: 1

Delivery Date: 08/07/07

Vendor ID: 000005194

Please supply the following items or services in accordance with terms of your quotation, to the University of Memphis, Memphis, TN. ALL DELIVERY CHARGES ARE TO BE PREPAID AND INCLUDED IN THE PRICES SHOWN UNLESS OTHERWISE INDICATED BELOW. Cash discounts, when authorized, will be computed from the date of delivery or from the date correct invoices are received, whichever is later.

### SHIP TO:

### SEND INVOICE IN DUPLICATE TO:

303 Administration Bldg  
3720 Alumni Dr  
Memphis TN 38152-3370  
ATTN: Pamela DeShields

University of Memphis  
Accounting Office  
275 Administration Bldg  
Memphis, Tennessee 38152-3370

THE UNIVERSITY OF MEMPHIS IS AN EQUAL OPPORTUNITY, NON-RACIALLY IDENTIFIABLE, EDUCATIONAL INSTITUTION THAT DOES NOT DISCRIMINATE AGAINST INDIVIDUALS WITH DISABILITIES.

Reference Bid No. B500860, FY05-M500920-1ST YR,  
FY06-P0000447-2ND YR, FY07-P0008497-3RD YR,  
FY08-P0015831-4TH YR, FY09-5TH AND FINAL YEAR.  
THIS WILL RE-BID FOR FY10

The parties agree that the following shall be  
essential Terms and Conditions of this Blanket/  
Master Order Contract Agreement.

1. The entire contract between the parties  
consists of this Blanket/Master Order, The Request  
for Proposals (Referenced herein), Contractor's  
Proposal response and any Addenda and/or  
Amendments to this Blanket/Master order Hereafter  
executed. In the event of conflicting provisions,  
the documents shall be construed according to the  
following priority: Addenda and/or Amendments

REVIEWED  
AS TO LEGAL FORM & CONTENT

Wm@uom  
OFFICE OF LEGAL COUNSEL

8/8/07  
DATE

TOTAL:

CONTINUED

MSDS SHEETS MUST BE FURNISHED WITH SHIPMENT FOR APPLICABLE PRODUCTS. IF MAILED SEPARATELY FROM SHIPMENT, OUR PURCHASE ORDER NUMBER MUST BE SHOWN ON THE SHEET.

DROP SHIPMENTS MUST SHOW ORIGINAL VENDOR AND OUR  
ORDER NUMBER.

AUTHORIZED  
SIGNATURE:

FOR THE UNIVERSITY OF MEMPHIS

ACCOUNTING INFORMATION:

110001-610000-74470 400,000.00

Approved By: Dr. Shirley C. Raines, President

Approved:

TBR

VENDOR COPY

# THE UNIVERSITY OF MEMPHIS

Procurement Services  
115 Administration Bldg  
Memphis, TN 38152-3370  
Phone (901) 678-2265 Fax (901) 678-2102

ISSUED TO: Carpenter Sullivan Sossaman  
Rob Hoerter  
400 Union Ave  
Memphis TN 38103-3216

## PURCHASE ORDER

THIS NUMBER MUST BE SHOWN ON ALL  
INVOICES, PACKAGES AND  
CORRESPONDENCE RELATED TO ORDER.

PO Number: **P0015831**

Issue Date: 08/07/07

Page No: 2

Delivery Date: 08/07/07

Vendor ID: U00005194

Please supply the following items or services in accordance with terms of your quotation, to the University of Memphis, Memphis, TN. ALL DELIVERY CHARGES ARE TO BE PREPAID AND INCLUDED IN THE PRICES SHOWN UNLESS OTHERWISE INDICATED BELOW. Cash discounts, when authorized, will be computed from the date of delivery or from the date correct invoices are received, whichever is later.

### SHIP TO:

### SEND INVOICE IN DUPLICATE TO:

S H I P P I N G	303 Administration Bldg 3720 Alumni Dr Memphis TN 38152-3370 ATTN: Pamela DeShields	B I L L I N G	University of Memphis Accounting Office 275 Administration Bldg Memphis, Tennessee 38152-3370
--------------------------------------	--	---------------------------------	--

THE UNIVERSITY OF MEMPHIS IS AN EQUAL OPPORTUNITY, NON-RACIALLY IDENTIFIABLE, EDUCATIONAL INSTITUTION THAT DOES NOT DISCRIMINATE AGAINST INDIVIDUALS WITH DISABILITIES.

ITEM	DESCRIPTION	UNIT PRICE	TOTAL
	<p>(most recent with first priority) to this Blanket/ Master Order, This Blanket/Master Order, University's Request for Proposal, and Contractor's Proposal, However in any event the University's standard bid/proposal form Terms and Conditions takes precedent over the Contractor's response.</p> <p>2. The Contractor (and/or supplier) warrants that no part of the total contract amount herein shall be paid directly or indirectly to any officer or employee of the University or the State of Tennessee as wages, compensation, or gifts in exchange for acting as officer, agent, employee, sub-contractor, or consultant to the contractor in connection with any work contemplated or formed relative to this Blanket/Master order.</p>		
		<b>TOTAL:</b>	<b>CONTINUED</b>

MSDS SHEETS MUST BE FURNISHED WITH SHIPMENT FOR APPLICABLE PRODUCTS. IF MAILED SEPARATELY FROM SHIPMENT, OUR PURCHASE ORDER NUMBER MUST BE SHOWN ON THE SHEET.

DROP SHIPMENTS MUST SHOW ORIGINAL VENDOR AND OUR ORDER NUMBER.

AUTHORIZED  
SIGNATURE: \_\_\_\_\_

FOR THE UNIVERSITY OF MEMPHIS

ACCOUNTING INFORMATION:

110001-610000-74470 400,000.00

VENDOR COPY

# THE UNIVERSITY OF MEMPHIS.

Procurement Services  
115 Administration Bldg  
Memphis, TN 38152-3370  
Phone (901) 678-2265 Fax (901) 678-2102

## PURCHASE ORDER

THIS NUMBER MUST BE SHOWN ON ALL  
INVOICES, PACKAGES AND  
CORRESPONDENCE RELATED TO ORDER.

ISSUED TO: Carpenter Sullivan Sossaman  
Rob Hoerter  
400 Union Ave  
Memphis TN 38103-3216

PO Number: **P0015831**

Issue Date: 08/07/07

Page No: 3

Delivery Date: 08/07/07

Vendor ID: U00005194

Please supply the following items or services in accordance with terms of your quotation, to the University of Memphis, Memphis, TN. ALL DELIVERY CHARGES ARE TO BE PREPAID AND INCLUDED IN THE PRICES SHOWN UNLESS OTHERWISE INDICATED BELOW. Cash discounts, when authorized, will be computed from the date of delivery or from the date correct invoices are received, whichever is later.

SHIP TO:

SEND INVOICE IN DUPLICATE TO:

S H I P P I N G	303 Administration Bldg 3720 Alumni Dr Memphis TN 38152-3370 ATTN: Pamela DeShields	B I L L I N G	University of Memphis Accounting Office 275 Administration Bldg Memphis, Tennessee 38152-3370
--------------------------------------	--	---------------------------------	--

THE UNIVERSITY OF MEMPHIS IS AN EQUAL OPPORTUNITY, NON-RACIALLY IDENTIFIABLE, EDUCATIONAL INSTITUTION THAT DOES NOT DISCRIMINATE AGAINST INDIVIDUALS WITH DISABILITIES.

LINE	DESCRIPTION	UNIT PRICE	EXTENSION
	<p>3. This Blanket/Master order may be terminated by either party by giving written notice to the other at least thirty (30) days before the effective date of termination. In the event, the supplier shall be entitled to receive just and equitable compensation for any satisfactory authorized work completed as of the termination date.</p> <p>4. If the supplier/contractor fails to fulfill in timely and proper manner the supplier's obligations under this Blanket/Master Order, or if the supplier shall violate any of the terms of this Blanket/Master order, the University shall have the right to immediately terminate this Blanket/Master order and withhold payments in excess of fair compensation for work completed. Notwithstanding the above, the supplier shall not</p>		
TOTAL:			CONTINUED

MSDS SHEETS MUST BE FURNISHED WITH SHIPMENT FOR APPLICABLE PRODUCTS. IF MAILED SEPARATELY FROM SHIPMENT, OUR PURCHASE ORDER NUMBER MUST BE SHOWN ON THE SHEET.

DROP SHIPMENTS MUST SHOW ORIGINAL VENDOR AND OUR ORDER NUMBER.

AUTHORIZED  
SIGNATURE: \_\_\_\_\_

FOR THE UNIVERSITY OF MEMPHIS

ACCOUNTING INFORMATION:

110001-610000-74470

400,000.00

VENDOR COPY

# THE UNIVERSITY OF MEMPHIS

Procurement Services  
115 Administration Bldg  
Memphis, TN 38152-3370  
Phone (901) 678-2265 Fax (901) 678-2102

## PURCHASE ORDER

THIS NUMBER MUST BE SHOWN ON ALL  
INVOICES, PACKAGES AND  
CORRESPONDENCE RELATED TO ORDER.

PO Number: **P0015831**

Issue Date: 08/07/07

Page No: 4

Delivery Date: 08/07/07

Vendor ID: U00005194

ISSUED TO: Carpenter Sullivan Sossaman  
Rob Hoerter  
400 Union Ave  
Memphis TN 38103-3216

Please supply the following items or services in accordance with terms of your quotation, to the University of Memphis, Memphis, TN. ALL DELIVERY CHARGES ARE TO BE PREPAID AND INCLUDED IN THE PRICES SHOWN UNLESS OTHERWISE INDICATED BELOW. Cash discounts, when authorized, will be computed from the date of delivery or from the date correct invoices are received, whichever is later.

### SHIP TO:

### SEND INVOICE IN DUPLICATE TO:

S H I P P I N G	303 Administration Bldg 3720 Alumni Dr Memphis TN 38152-3370 ATTN: Pamela DeShields	B I L L I N G	University of Memphis Accounting Office 275 Administration Bldg Memphis, Tennessee 38152-3370
--------------------------------------	--	---------------------------------	--

THE UNIVERSITY OF MEMPHIS IS AN EQUAL OPPORTUNITY, NON-RACIALLY IDENTIFIABLE, EDUCATIONAL INSTITUTION THAT DOES NOT DISCRIMINATE AGAINST INDIVIDUALS WITH DISABILITIES.

be relieved of liability to the University for damages sustained by virtue of any breach of this Blanket/Master order by the supplier.

5. The supplier shall maintain documentation for all charges against the University under this Blanket/Master order. The books, records and documents of the supplier, insofar as they relate to work performed or money received under this Blanket/Master order shall be maintained for a period of three (3) full years from the date of final payment, and be subject to audit, at any reasonable time and upon reasonable notice, by the University or the Comptroller of the Treasury, State of Tennessee, or their duly appointed representatives.

6. Any and all claims against the University for

**TOTAL:**

CONTINUED

MSDS SHEETS MUST BE FURNISHED WITH SHIPMENT FOR APPLICABLE PRODUCTS. IF MAILED SEPARATELY FROM SHIPMENT, OUR PURCHASE ORDER NUMBER MUST BE SHOWN ON THE SHEET.

DROP SHIPMENTS MUST SHOW ORIGINAL VENDOR AND OUR ORDER NUMBER.

AUTHORIZED  
SIGNATURE: \_\_\_\_\_

FOR THE UNIVERSITY OF MEMPHIS

ACCOUNTING INFORMATION:

110001-610000-74470 400,000.00

VENDOR COPY

# THE UNIVERSITY OF MEMPHIS®

Procurement Services  
115 Administration Bldg  
Memphis, TN 38152-3370  
Phone (901) 678-2265 Fax (901) 678-2102

ISSUED TO: Carpenter Sullivan Sossaman  
Rob Hoerter  
400 Union Ave  
Memphis TN 38103-3216

## PURCHASE ORDER

THIS NUMBER MUST BE SHOWN ON ALL  
INVOICES, PACKAGES AND  
CORRESPONDENCE RELATED TO ORDER.

PO Number: **P0015831**

Issue Date: 08/07/07

Page No: 5

Delivery Date: 08/07/07

Vendor ID: U00005194

Please supply the following items or services in accordance with terms of your quotation, to the University of Memphis, Memphis, TN. ALL DELIVERY CHARGES ARE TO BE PREPAID AND INCLUDED IN THE PRICES SHOWN UNLESS OTHERWISE INDICATED BELOW. Cash discounts, when authorized, will be computed from the date of delivery or from the date correct invoices are received, whichever is later.

### SHIP TO:

### SEND INVOICE IN DUPLICATE TO:

S H I P P I N G	303 Administration Bldg 3720 Alumni Dr Memphis TN 38152-3370 ATTN: Pamela DeShields	B I L L I N G	University of Memphis Accounting Office 275 Administration Bldg Memphis, Tennessee 38152-3370
--------------------------------------	--	---------------------------------	--

THE UNIVERSITY OF MEMPHIS IS AN EQUAL OPPORTUNITY, NON-RACIALLY IDENTIFIABLE, EDUCATIONAL INSTITUTION THAT DOES NOT DISCRIMINATE AGAINST INDIVIDUALS WITH DISABILITIES.

personal injury and/or property damage resulting from the negligence of the University shall be submitted to the Board of Claims or Claims Commission pursuant to T. C. A. Section 9-8-301, et seq.

7. The supplier shall not assign this order or enter into subcontracts for any of the work described herein, without obtaining the prior written approval of the University or the Tennessee State Board of Regents, as appropriate. Approval shall not be given if the proposed subcontractor was or is currently ineligible to bid on the contract.

8. Travel related issues are subject to the rules of the TBR Travel Policy.

**TOTAL:**

CONTINUED

MSDS SHEETS MUST BE FURNISHED WITH SHIPMENT FOR APPLICABLE PRODUCTS. IF MAILED SEPARATELY FROM SHIPMENT, OUR PURCHASE ORDER NUMBER MUST BE SHOWN ON THE SHEET.

DROP SHIPMENTS MUST SHOW ORIGINAL VENDOR AND OUR ORDER NUMBER.

AUTHORIZED  
SIGNATURE: \_\_\_\_\_

FOR THE UNIVERSITY OF MEMPHIS

ACCOUNTING INFORMATION:

110001-610000-74470 400,000.00

VENDOR COPY

# THE UNIVERSITY OF MEMPHIS

Procurement Services  
115 Administration Bldg  
Memphis, TN 38152-3370  
Phone (901) 678-2265 Fax (901) 678-2102

## PURCHASE ORDER

THIS NUMBER MUST BE SHOWN ON ALL  
INVOICES, PACKAGES AND  
CORRESPONDENCE RELATED TO ORDER.

ISSUED TO: Carpenter Sullivan Sossaman  
Rob Hoerter  
400 Union Ave  
Memphis TN 38103-3216

PO Number: **P0015831**

Issue Date: 08/07/07

Page No: 6

Delivery Date: 08/07/07

Vendor ID: U00005194

Please supply the following items or services in accordance with terms of your quotation, to the University of Memphis, Memphis, TN. ALL DELIVERY CHARGES ARE TO BE PREPAID AND INCLUDED IN THE PRICES SHOWN UNLESS OTHERWISE INDICATED BELOW. Cash discounts, when authorized, will be computed from the date of delivery or from the date correct invoices are received, whichever is later.

### SHIP TO:

### SEND INVOICE IN DUPLICATE TO:

S  
H  
I  
P  
P  
I  
N  
G

303 Administration Bldg  
3720 Alumni Dr  
Memphis TN 38152-3370  
ATTN: Pamela DeShields

B  
I  
L  
L  
I  
N  
G

University of Memphis  
Accounting Office  
275 Administration Bldg  
Memphis, Tennessee 38152-3370

THE UNIVERSITY OF MEMPHIS IS AN EQUAL OPPORTUNITY, NON-RACIALLY IDENTIFIABLE, EDUCATIONAL INSTITUTION THAT DOES NOT DISCRIMINATE AGAINST INDIVIDUALS WITH DISABILITIES.

ITEM DESCRIPTION		UNIT PRICE	QUANTITY
	<p>This Order is subject to cancellation upon a thirty (30) day written notice. This order does not guarantee that any funds will be spent on this order.</p> <p>Certificate of Insurance and all bonds as required in referenced bid, are required to be on file in Procurement Services prior to starting this project.</p> <p>The following product (s) description has been summarized. Product (s) delivered against this order must be made in accordance with the referenced quotation/proposal document (s).</p> <p>The University of Memphis reserves the right to</p>		
		<b>TOTAL:</b>	<b>CONTINUED</b>

MSDS SHEETS MUST BE FURNISHED WITH SHIPMENT FOR APPLICABLE PRODUCTS. IF MAILED SEPARATELY FROM SHIPMENT, OUR PURCHASE ORDER NUMBER MUST BE SHOWN ON THE SHEET.

DROP SHIPMENTS MUST SHOW ORIGINAL VENDOR AND OUR ORDER NUMBER.

AUTHORIZED  
SIGNATURE: \_\_\_\_\_

FOR THE UNIVERSITY OF MEMPHIS

ACCOUNTING INFORMATION:

110001-610000-74470 400,000.00

VENDOR COPY

# THE UNIVERSITY OF MEMPHIS

Procurement Services  
115 Administration Bldg  
Memphis, TN 38152-3370  
Phone (901) 678-2265 Fax (901) 678-2102

## PURCHASE ORDER

THIS NUMBER MUST BE SHOWN ON ALL  
INVOICES, PACKAGES AND  
CORRESPONDENCE RELATED TO ORDER.

ISSUED TO: Carpenter Sullivan Sossaman  
Rob Hoerter  
400 Union Ave  
Memphis TN 38103-3216

PO Number: **P0015831**

Issue Date: 08/07/07

Page No: 7

Delivery Date: 08/07/07

Vendor ID: U00005194

Please supply the following items or services in accordance with terms of your quotation, to the University of Memphis, Memphis, TN. ALL DELIVERY CHARGES ARE TO BE PREPAID AND INCLUDED IN THE PRICES SHOWN UNLESS OTHERWISE INDICATED BELOW. Cash discounts, when authorized, will be computed from the date of delivery or from the date correct invoices are received, whichever is later.

### SHIP TO:

### SEND INVOICE IN DUPLICATE TO:

S H I P P I N G	303 Administration Bldg 3720 Alumni Dr Memphis TN 38152-3370 ATTN: Pamela DeShields	B I L L I N G	University of Memphis Accounting Office 275 Administration Bldg Memphis, Tennessee 38152-3370
--------------------------------------	--	---------------------------------	--

THE UNIVERSITY OF MEMPHIS IS AN EQUAL OPPORTUNITY, NON-RACIALLY IDENTIFIABLE, EDUCATIONAL INSTITUTION THAT DOES NOT DISCRIMINATE AGAINST INDIVIDUALS WITH DISABILITIES.

ITEM QUANTITY UNIT DESCRIPTION			UNIT PRICE	EXTENSION
		consider the negotiation of this contract/order subject to annual renewal for up to four (4) additional years, after the first initial year. The "so-called" five (5) year contract/order will be reviewed annually as to renewal. The University in accordance with the Tennessee Code Annotated, reserves the right to cancel this term contract/order upon a thirty (30)day written notice. However, if the contract/order is not renewed, or the University does not provide any information as to the renewal status of this contract/order, the term of this contract/order is automatically cancelled at the end of the current fiscal year.		
		The Dollar amounts listed on this order are estimated and in NO Way are guaranteed to be used		
			<b>TOTAL:</b>	<b>CONTINUED</b>

MSDS SHEETS MUST BE FURNISHED WITH SHIPMENT FOR APPLICABLE PRODUCTS. IF MAILED SEPARATELY FROM SHIPMENT, OUR PURCHASE ORDER NUMBER MUST BE SHOWN ON THE SHEET.

DROP SHIPMENTS MUST SHOW ORIGINAL VENDOR AND OUR ORDER NUMBER.

AUTHORIZED  
SIGNATURE: \_\_\_\_\_

FOR THE UNIVERSITY OF MEMPHIS

ACCOUNTING INFORMATION:

110001-610000-74470 400,000.00

VENDOR COPY



# THE UNIVERSITY OF MEMPHIS

Procurement Services  
115 Administration Bldg  
Memphis, TN 38152-3370  
Phone (901) 678-2265 Fax (901) 678-2102

## PURCHASE ORDER

THIS NUMBER MUST BE SHOWN ON ALL  
INVOICES, PACKAGES AND  
CORRESPONDENCE RELATED TO ORDER.

ISSUED TO: Carpenter Sullivan Sossaman  
Rob Hoerter  
400 Union Ave  
Memphis TN 38103-3216

PO Number: **P0015831**

Issue Date: 08/07/07

Page No: 8

Delivery Date: 08/07/07

Vendor ID: U00005194

Please supply the following items or services in accordance with terms of your quotation, to the University of Memphis, Memphis, TN. ALL DELIVERY CHARGES ARE TO BE PREPAID AND INCLUDED IN THE PRICES SHOWN UNLESS OTHERWISE INDICATED BELOW. Cash discounts, when authorized, will be computed from the date of delivery or from the date correct invoices are received, whichever is later.

### SHIP TO:

### SEND INVOICE IN DUPLICATE TO:

S H I P P I N G	303 Administration Bldg 3720 Alumni Dr Memphis TN 38152-3370 ATTN: Pamela DeShields	B I L L I N G	University of Memphis Accounting Office 275 Administration Bldg Memphis, Tennessee 38152-3370
--------------------------------------	--	---------------------------------	--

THE UNIVERSITY OF MEMPHIS IS AN EQUAL OPPORTUNITY, NON-RACIALLY IDENTIFIABLE, EDUCATIONAL INSTITUTION THAT DOES NOT DISCRIMINATE AGAINST INDIVIDUALS WITH DISABILITIES.

LINE	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENSION
1	1.00	LOT	<p>or obligated to be spent against this order. The amount that is spent may be less or more than the stated amount on this order. The amounts on this order are for budget information only.</p> <p>Marketing and Publications services For the on call needs and requirements of Marketing and Publications services to provide advertising and public relations services to promote the mission of the University of Memphis as outlined in our RFP no. B500860, at the prices as listed within your pricing data as adjusted and revised for reasons and subject to negotiations for any other area not covered within the RFP</p>	400,000.0000	400,000.00
<b>TOTAL:</b>				<b>CONTINUED</b>	

MSDS SHEETS MUST BE FURNISHED WITH SHIPMENT FOR APPLICABLE PRODUCTS. IF MAILED SEPARATELY FROM SHIPMENT, OUR PURCHASE ORDER NUMBER MUST BE SHOWN ON THE SHEET.

DROP SHIPMENTS MUST SHOW ORIGINAL VENDOR AND OUR ORDER NUMBER.

AUTHORIZED  
SIGNATURE: \_\_\_\_\_

FOR THE UNIVERSITY OF MEMPHIS

ACCOUNTING INFORMATION:  
110001-610000-74470

400,000.00

VENDOR COPY

# THE UNIVERSITY OF MEMPHIS

Procurement Services  
115 Administration Bldg  
Memphis, TN 38152-3370  
Phone (901) 678-2265 Fax (901) 678-2102

## PURCHASE ORDER

THIS NUMBER MUST BE SHOWN ON ALL  
INVOICES, PACKAGES AND  
CORRESPONDENCE RELATED TO ORDER.

ISSUED TO: Carpenter Sullivan Sossaman  
Rob Hoerter  
400 Union Ave  
Memphis TN 38103-3216

PO Number: **P0015831**

Issue Date: 08/07/07

Page No: 9

Delivery Date: 08/07/07

Vendor ID: U00005194

Please supply the following items or services in accordance with terms of your quotation, to the University of Memphis, Memphis, TN. ALL DELIVERY CHARGES ARE TO BE PREPAID AND INCLUDED IN THE PRICES SHOWN UNLESS OTHERWISE INDICATED BELOW. Cash discounts, when authorized, will be computed from the date of delivery or from the date correct invoices are received, whichever is later.

### SHIP TO:

### SEND INVOICE IN DUPLICATE TO:

S H I P P I N G	303 Administration Bldg 3720 Alumni Dr Memphis TN 38152-3370 ATTN: Pamela DeShields	B I L L I N G	University of Memphis Accounting Office 275 Administration Bldg Memphis, Tennessee 38152-3370
--------------------------------------	--	---------------------------------	--

THE UNIVERSITY OF MEMPHIS IS AN EQUAL OPPORTUNITY, NON-RACIALLY IDENTIFIABLE, EDUCATIONAL INSTITUTION THAT DOES NOT DISCRIMINATE AGAINST INDIVIDUALS WITH DISABILITIES.

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENSION
	subject to be within the best interest of the University of Memphis. All of the reference materials, the RFP no. B500860, Sossaman's response to the RFP are all made a part of this blanket standing order the same as if copied in full herein.			
TOTAL:				400,000.00

MSDS SHEETS MUST BE FURNISHED WITH SHIPMENT FOR APPLICABLE PRODUCTS. IF MAILED SEPARATELY FROM SHIPMENT, OUR PURCHASE ORDER NUMBER MUST BE SHOWN ON THE SHEET.

DROP SHIPMENTS MUST SHOW ORIGINAL VENDOR AND OUR ORDER NUMBER.

AUTHORIZED  
SIGNATURE: \_\_\_\_\_

FOR THE UNIVERSITY OF MEMPHIS

ACCOUNTING INFORMATION:  
110001-610000-74470

400,000.00

VENDOR COPY

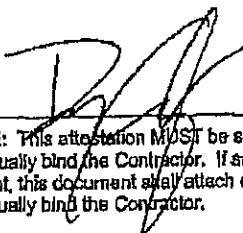
ATTACHMENT 1

ATTESTATION RE PERSONNEL USED IN CONTRACT  
PERFORMANCE

CONTRACT NUMBER:	06-243
CONTRACTOR LEGAL ENTITY NAME:	Carpenter Sullivan Sossaman, L.L.C.
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	62-1842496

The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.

SIGNATURE &  
DATE:

  
NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. If said individual is not the chief executive or president, this document shall attach evidence showing the individual's authority to contractually bind the Contractor.

# CONTRACT SUMMARY SHEET

021406

RFS#	Contract#
State/Agency	State/Agency/Division
University of Memphis	
Contractor Name	Contractor ID# (FEIN or SSN)
Carpenter Sullivan Sossaman	<input type="checkbox"/> C- or <input checked="" type="checkbox"/> V- 621842496

Service Description			
Advertising and Marketing Services			
Contract BEGIN Date	Contract END Date	Subrecipient/Vendor?	CFDA #
30-Sep-04	30-Jun-08	Vendor	

Mark Each TRUE Statement:

<input type="checkbox"/> Contractor is on STARS	<input checked="" type="checkbox"/> Contractor's Form W-9 is on file in Accounts
---	--

Allotment Code	Cost Center	Object Code	Fund	Funding Grant Code	Funding Subgrant Code
332.74	610000	74470	110001		

FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
FY05	\$ 400,000.00				\$ 400,000.00
FY06	\$ 470,000.00				\$ 470,000.00
FY07	\$ 400,000.00				\$ 400,000.00
					\$ -
					\$ -
					\$ -
<b>TOTAL</b>	<b>\$ 1,270,000.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,270,000.00</b>

**COMPLETE FOR AMENDMENTS ONLY** State/Agency Fiscal Contact & Telephone #

FY	Base Contract & Prior Amendments	THIS Amendment ONLY	
2005	\$ 400,000.00		David Zettergren, Asst VP, Finance, 901-678-2261

FY	Base Contract & Prior Amendments	THIS Amendment ONLY	
2006	\$ 470,000.00		State/Agency Budget Officer Approval
2007	\$ 400,000.00		

**Funding Certification** (certification required by T.C.A. § 9-4-5113, that there is a balance in the appropriation from which the obligated expenditure is required to be paid that is not otherwise encumbered to pay obligations previously incurred)

<b>TOTAL</b>	<b>\$ 1,270,000.00</b>	<b>\$ -</b>
--------------	------------------------	-------------

End Date	
----------	--

**Contractor Ownership** (complete only for base contracts with contract # prefix FA or GR)

<input type="checkbox"/> African American	<input type="checkbox"/> Person w/ Disability	<input type="checkbox"/> Hispanic	<input type="checkbox"/> Small Business	<input checked="" type="checkbox"/> NOT disadvantaged
<input type="checkbox"/> Asian	<input type="checkbox"/> Female	<input type="checkbox"/> Native American	<input type="checkbox"/> OTHER minority/disadvantaged—	

**Contractor Selection Method** (complete for ALL base contracts—N/A for amendments or delegated authorities)

<input checked="" type="checkbox"/> RFP	<input type="checkbox"/> Competitive Negotiation	<input type="checkbox"/> Alternative Competitive Method
<input type="checkbox"/> Non-Competitive Negotiation	<input type="checkbox"/> Negotiation w/ Government (eg, ID, GG, GU)	<input type="checkbox"/> Other

**Procurement Process Summary** (complete for Alternative Method, Competitive Negotiation, Non-Competitive Negotiation, OR Other)

Proposals were solicited in July 2004 for FY05, with renewal options not to exceed a total of five years. The award was made to Sossaman (currently Carpenter Sullivan Sossaman). A new contract will be established through a RFP process, effective July 1, 2008, or upon signing by all parties.

# THE UNIVERSITY OF MEMPHIS

Procurement Services  
115 Administration Bldg  
Memphis, TN 38152-3370  
Phone (901) 678-2265 Fax (901) 678-2102

## PURCHASE ORDER

THIS NUMBER MUST BE SHOWN ON ALL  
INVOICES, PACKAGES AND  
CORRESPONDENCE RELATED TO ORDER.

ISSUED TO: Carpenter Sullivan Sossaman  
Rob Hoerter  
400 Union Ave  
Memphis TN 38103

PO Number: **P0008497**

Issue Date: 08/04/06

Page No: 1

Delivery Date: 08/04/06

Vendor ID: U00005194

Please supply the following items or services in accordance with terms of your quotation, to the University of Memphis, Memphis, TN.  
ALL DELIVERY CHARGES ARE TO BE PREPAID AND INCLUDED IN THE PRICES SHOWN UNLESS OTHERWISE INDICATED  
BELOW. Cash discounts, when authorized, will be computed from the date of delivery or from the date correct invoices are received,  
whichever is later.

### SHIP TO:

### SEND INVOICE IN DUPLICATE TO:

S  
H  
I  
P  
P  
I  
N  
G  
303 Administration Bldg  
3720 Alumni Dr  
Admin Bldg Room 303  
Memphis TN 38152-3370  
ATTN: Pamela DeShields

B  
I  
L  
L  
I  
N  
G  
University of Memphis  
Accounting Office  
275 Administration Bldg  
Memphis, Tennessee 38152-3370

THE UNIVERSITY OF MEMPHIS IS AN EQUAL OPPORTUNITY, NON-RACIALLY IDENTIFIABLE, EDUCATIONAL INSTITUTION THAT DOES NOT  
DISCRIMINATE AGAINST INDIVIDUALS WITH DISABILITIES.

Reference Bid no. B500860, FY05-M500920-1ST YR;  
FY06-P0000447-2ND YR; FY07-P0008497-3RD YR;  
FY08-4TH YR; FY09-5TH and final year.  
This will re-bid for FY10.

The parties agree that the following shall be  
essential Terms and Conditions of this Blanket/  
Master Order Contract Agreement.

1. The entire contract between the parties  
consists of this Blanket/Master Order, The Request  
for Proposals (Referenced herein), Contractor's  
Proposal response and any Addenda and/or  
Amendments to this Blanket/Master order Hereafter  
executed. In the event of conflicting provisions,  
the documents shall be construed according to the  
following priority: Addenda and/or Amendments

REVIEWED  
AS TO LEGAL FORM & CONTENT  
Wm @ von

OFFICE OF LEGAL COUNSEL

8/4/06

DATE

TOTAL:

CONTINUED

MSDS SHEETS MUST BE FURNISHED WITH SHIPMENT FOR APPLICABLE PRODUCTS. IF MAILED SEPARATELY FROM  
SHIPMENT, OUR PURCHASE ORDER NUMBER MUST BE SHOWN ON THE SHEET.

DROP SHIPMENTS MUST SHOW ORIGINAL VENDOR AND OUR  
ORDER NUMBER.

ACCOUNTING INFORMATION:

110001-610000-74470

400,000.00

AUTHORIZED  
SIGNATURE:

FOR THE UNIVERSITY OF MEMPHIS

APPROVED: Charles W. Manning  
TBR

Approved By: Dr. Shirley C. Raines, President

VENDOR COPY

8/7/06

# THE UNIVERSITY OF MEMPHIS

Procurement Services  
115 Administration Bldg  
Memphis, TN 38152-3370  
Phone (901) 678-2265 Fax (901) 678-2102

## PURCHASE ORDER

THIS NUMBER MUST BE SHOWN ON ALL  
INVOICES, PACKAGES AND  
CORRESPONDENCE RELATED TO ORDER.

ISSUED TO: Carpenter Sullivan Sossaman  
Rob Hoerter  
400 Union Ave  
Memphis TN 38103

PO Number: P0008497

Issue Date: 08/04/06

Page No: 2

Delivery Date: 08/04/06

Vendor ID: U00005194

Please supply the following items or services in accordance with terms of your quotation, to the University of Memphis, Memphis, TN. ALL DELIVERY CHARGES ARE TO BE PREPAID AND INCLUDED IN THE PRICES SHOWN UNLESS OTHERWISE INDICATED BELOW. Cash discounts, when authorized, will be computed from the date of delivery or from the date correct invoices are received, whichever is later.

### SHIP TO:

### SEND INVOICE IN DUPLICATE TO:

S  
H  
I  
P  
P  
I  
N  
G  
303 Administration Bldg  
3720 Alumni Dr  
Admin-Bldg Room 303  
Memphis TN 38152-3370  
ATTN: Pamela DeShields

B  
I  
L  
L  
I  
N  
G  
University of Memphis  
Accounting Office  
275 Administration Bldg  
Memphis, Tennessee 38152-3370

THE UNIVERSITY OF MEMPHIS IS AN EQUAL OPPORTUNITY, NON-RACIALLY IDENTIFIABLE, EDUCATIONAL INSTITUTION THAT DOES NOT DISCRIMINATE AGAINST INDIVIDUALS WITH DISABILITIES.

ITEM NO.		DESCRIPTION	UNIT PRICE	EXTENSION
		(most recent with first priority) to this Blanket/ Master Order, This Blanket/Master Order, University's Request for Proposal, and Contractor's Proposal, However in any event the University's standard bid/proposal form Terms and Conditions takes precedent over the Contractor's response. 2. The Contractor (and/or supplier) warrants that no part of the total contract amount herein shall be paid directly or indirectly to any officer or employee of the University or the State of Tennessee as wages, compensation, or gifts in exchange for acting as officer, agent, employee, sub-contractor, or consultant to the contractor in connection with any work contemplated or formed relative to this Blanket/Master order.		
			<b>TOTAL:</b>	CONTINUED

MSDS SHEETS MUST BE FURNISHED WITH SHIPMENT FOR APPLICABLE PRODUCTS. IF MAILED SEPARATELY FROM SHIPMENT, OUR PURCHASE ORDER NUMBER MUST BE SHOWN ON THE SHEET.

DROP SHIPMENTS MUST SHOW ORIGINAL VENDOR AND OUR ORDER NUMBER.

AUTHORIZED  
SIGNATURE:

FOR THE UNIVERSITY OF MEMPHIS

ACCOUNTING INFORMATION:

110001-610000-74470

400,000.00

VENDOR COPY

# THE UNIVERSITY OF MEMPHIS

Procurement Services  
115 Administration Bldg  
Memphis, TN 38152-3370  
Phone (901) 678-2265 Fax (901) 678-2102

## PURCHASE ORDER

THIS NUMBER MUST BE SHOWN ON ALL  
INVOICES, PACKAGES AND  
CORRESPONDENCE RELATED TO ORDER.

ISSUED  
TO:

Carpenter Sullivan Sossaman  
Rob Hoerter  
400 Union Ave  
Memphis TN 38103

PO Number: **P0008497**

Issue Date: 08/04/06

Page No: 3

Delivery Date: 08/04/06

Vendor ID: U00005194

Please supply the following items or services in accordance with terms of your quotation, to the University of Memphis, Memphis, TN.  
ALL DELIVERY CHARGES ARE TO BE PREPAID AND INCLUDED IN THE PRICES SHOWN UNLESS OTHERWISE INDICATED  
BELOW. Cash discounts, when authorized, will be computed from the date of delivery or from the date correct invoices are received,  
whichever is later.

### SHIP TO:

### SEND INVOICE IN DUPLICATE TO:

S  
H  
I  
P  
P  
I  
N  
G

303 Administration Bldg  
3720 Alumni Dr  
Admin Bldg Room 303  
Memphis TN 38152-3370  
ATTN: Pamela DeShields

B  
I  
L  
L  
I  
N  
G

University of Memphis  
Accounting Office  
275 Administration Bldg  
Memphis, Tennessee 38152-3370

THE UNIVERSITY OF MEMPHIS IS AN EQUAL OPPORTUNITY, NON-RACIALLY IDENTIFIABLE, EDUCATIONAL INSTITUTION THAT DOES NOT  
DISCRIMINATE AGAINST INDIVIDUALS WITH DISABILITIES.

ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENSION
		<p>3. This Blanket/Master order may be terminated by either party by giving written notice to the other at least thirty (30) days before the effective date of termination. In the event, the supplier shall be entitled to receive just and equitable compensation for any satisfactory authorized work completed as of the termination date.</p> <p>4. If the supplier/contractor fails to fulfill in timely and proper manner the supplier's obligations under this Blanket/Master Order, or if the supplier shall violate any of the terms of this Blanket/Master order, the University shall have the right to immediately terminate this Blanket/Master order and withhold payments in excess of fair compensation for work completed. Notwithstanding the above, the supplier shall not</p>		
			<b>TOTAL:</b>	<b>CONTINUED</b>

MSDS SHEETS MUST BE FURNISHED WITH SHIPMENT FOR APPLICABLE PRODUCTS. IF MAILED SEPARATELY FROM SHIPMENT, OUR PURCHASE ORDER NUMBER MUST BE SHOWN ON THE SHEET.

DROP SHIPMENTS MUST SHOW ORIGINAL VENDOR AND OUR ORDER NUMBER.

AUTHORIZED  
SIGNATURE:

FOR THE UNIVERSITY OF MEMPHIS

ACCOUNTING INFORMATION:

110001-610000-74470

400,000.00

VENDOR COPY

# THE UNIVERSITY OF MEMPHIS

Procurement Services  
115 Administration Bldg  
Memphis, TN 38152-3370  
Phone (901) 678-2265 Fax (901) 678-2102

## PURCHASE ORDER

THIS NUMBER MUST BE SHOWN ON ALL  
INVOICES, PACKAGES AND  
CORRESPONDENCE RELATED TO ORDER.

ISSUED TO: Carpenter Sullivan Sossaman  
Rob Hoerter  
400 Union Ave  
Memphis TN 38103

PO Number: **P0008497**

Issue Date: 08/04/06

Page No: 4

Delivery Date: 08/04/06

Vendor ID: U00005194

Please supply the following items or services in accordance with terms of your quotation, to the University of Memphis, Memphis, TN.  
ALL DELIVERY CHARGES ARE TO BE PREPAID AND INCLUDED IN THE PRICES SHOWN UNLESS OTHERWISE INDICATED  
BELOW. Cash discounts, when authorized, will be computed from the date of delivery or from the date correct invoices are received,  
whichever is later.

### SHIP TO:

### SEND INVOICE IN DUPLICATE TO:

S  
H  
I  
P  
P  
I  
N  
G

303 Administration Bldg  
3720 Alumni Dr  
Admin Bldg Room 303  
Memphis TN 38152-3370  
ATTN: Pamela DeShields

B  
I  
L  
L  
I  
N  
G

University of Memphis  
Accounting Office  
275 Administration Bldg  
Memphis, Tennessee 38152-3370

THE UNIVERSITY OF MEMPHIS IS AN EQUAL OPPORTUNITY, NON-RACIALLY IDENTIFIABLE, EDUCATIONAL INSTITUTION THAT DOES NOT  
DISCRIMINATE AGAINST INDIVIDUALS WITH DISABILITIES.

be relieved of liability to the University for  
damages sustained by virtue of any breach of this  
Blanket/Master order by the supplier.  
5. The supplier shall maintain documentation for  
all charges against the University under this  
Blanket/Master order. The books, records and  
documents of the supplier, insofar as they relate  
to work performed or money received under this  
Blanket/Master order shall be maintained for a  
period of three (3) full years from the date of  
final payment, and be subject to audit, at any  
reasonable time and upon reasonable notice, by the  
University or the Comptroller of the Treasury,  
State of Tennessee, or their duly appointed  
representatives.  
6. Any and all claims against the University for

**TOTAL:**

CONTINUED

MSDS SHEETS MUST BE FURNISHED WITH SHIPMENT FOR APPLICABLE PRODUCTS. IF MAILED SEPARATELY FROM  
SHIPMENT, OUR PURCHASE ORDER NUMBER MUST BE SHOWN ON THE SHEET.

DROP SHIPMENTS MUST SHOW ORIGINAL VENDOR AND OUR  
ORDER NUMBER.

AUTHORIZED  
SIGNATURE:

FOR THE UNIVERSITY OF MEMPHIS

ACCOUNTING INFORMATION:

110001-610000-74470

400,000.00

VENDOR COPY



# THE UNIVERSITY OF MEMPHIS

Procurement Services  
115 Administration Bldg  
Memphis, TN 38152-3370  
Phone (901) 678-2265 Fax (901) 678-2102

## PURCHASE ORDER

THIS NUMBER MUST BE SHOWN ON ALL  
INVOICES, PACKAGES AND  
CORRESPONDENCE RELATED TO ORDER.

ISSUED TO: Carpenter Sullivan Sossaman  
Rob Hoerter  
400 Union Ave  
Memphis TN 38103

PO Number: **P0008497**

Issue Date: 08/04/06

Page No: 5

Delivery Date: 08/04/06

Vendor ID: U00005194

Please supply the following items or services in accordance with terms of your quotation, to the University of Memphis, Memphis, TN. ALL DELIVERY CHARGES ARE TO BE PREPAID AND INCLUDED IN THE PRICES SHOWN UNLESS OTHERWISE INDICATED BELOW. Cash discounts, when authorized, will be computed from the date of delivery or from the date correct invoices are received, whichever is later.

### SHIP TO:

### SEND INVOICE IN DUPLICATE TO:

S  
H  
I  
P  
P  
I  
N  
G  
303 Administration Bldg  
3720 Alumni Dr  
Admin Bldg Room 303  
Memphis TN 38152-3370  
ATTN: Pamela DeShields

B  
I  
L  
L  
I  
N  
G  
University of Memphis  
Accounting Office  
275 Administration Bldg  
Memphis, Tennessee 38152-3370

THE UNIVERSITY OF MEMPHIS IS AN EQUAL OPPORTUNITY, NON-RACIALLY IDENTIFIABLE, EDUCATIONAL INSTITUTION THAT DOES NOT DISCRIMINATE AGAINST INDIVIDUALS WITH DISABILITIES.

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENSION
	personal injury and/or property damage resulting from the negligence of the University shall be submitted to the Board of Claims or Claims Commission pursuant to T. C. A. Section 9-8-301, et seq. 7. The supplier shall not assign this order or enter into subcontracts for any of the work described herein, without obtaining the prior written approval of the University or the Tennessee State Board of Regents, as appropriate. Approval shall not be given if the proposed subcontractor was or is currently ineligible to bid on the contract. 8. Travel related issues are subject to the rules of the TBR Travel Policy.			
TOTAL:				CONTINUED

MSDS SHEETS MUST BE FURNISHED WITH SHIPMENT FOR APPLICABLE PRODUCTS. IF MAILED SEPARATELY FROM SHIPMENT, OUR PURCHASE ORDER NUMBER MUST BE SHOWN ON THE SHEET.

DROP SHIPMENTS MUST SHOW ORIGINAL VENDOR AND OUR ORDER NUMBER.

AUTHORIZED  
SIGNATURE:

FOR THE UNIVERSITY OF MEMPHIS

ACCOUNTING INFORMATION:

110001-610000-74470 400,000.00

VENDOR COPY

# THE UNIVERSITY OF MEMPHIS

Procurement Services  
115 Administration Bldg  
Memphis, TN 38152-3370  
Phone (901) 678-2265 Fax (901) 678-2102

## PURCHASE ORDER

THIS NUMBER MUST BE SHOWN ON ALL  
INVOICES, PACKAGES AND  
CORRESPONDENCE RELATED TO ORDER.

ISSUED  
TO:

Carpenter Sullivan Sossaman  
Rob Hoerter  
400 Union Ave  
Memphis TN 38103

PO Number: **P0008497**

Issue Date: 08/04/06

Page No: 6

Delivery Date: 08/04/06

Vendor ID: U00005194

Please supply the following items or services in accordance with terms of your quotation, to the University of Memphis, Memphis, TN. ALL DELIVERY CHARGES ARE TO BE PREPAID AND INCLUDED IN THE PRICES SHOWN UNLESS OTHERWISE INDICATED BELOW. Cash discounts, when authorized, will be computed from the date of delivery or from the date correct invoices are received, whichever is later.

SHIP TO:

SEND INVOICE IN DUPLICATE TO:

S  
H  
I  
P  
P  
I  
N  
G

303 Administration Bldg  
3720 Alumni Dr  
Admin Bldg Room 303  
Memphis TN 38152-3370  
ATTN: Pamela DeShields

B  
I  
L  
L  
I  
N  
G

University of Memphis  
Accounting Office  
275 Administration Bldg  
Memphis, Tennessee 38152-3370

THE UNIVERSITY OF MEMPHIS IS AN EQUAL OPPORTUNITY, NON-RACIALLY IDENTIFIABLE, EDUCATIONAL INSTITUTION THAT DOES NOT DISCRIMINATE AGAINST INDIVIDUALS WITH DISABILITIES.

<p>The University of Memphis reserves the right to consider the negotiation of this contract/order subject to annual renewal for up to four (4) additional years, after the first initial year. The "so-called" five (5) year contract/order will be reviewed annually as to renewal. The University in accordance with the Tennessee Code Annotated, reserves the right to cancel this term contract/order upon a thirty (30) day written notice. However, if the contract/order is not renewed, or the University does not provide any information as to the renewal status of this contract/order, the term of this contract/order is automatically cancelled at the end of the current fiscal year.</p> <p>Certificate of Insurance and all bonds as required</p>		<p><b>TOTAL:</b></p>	<p>CONTINUED</p>
---	--	----------------------	------------------

MSDS SHEETS MUST BE FURNISHED WITH SHIPMENT FOR APPLICABLE PRODUCTS. IF MAILED SEPARATELY FROM SHIPMENT, OUR PURCHASE ORDER NUMBER MUST BE SHOWN ON THE SHEET.

DROP SHIPMENTS MUST SHOW ORIGINAL VENDOR AND OUR ORDER NUMBER.

ACCOUNTING INFORMATION:

110001-610000-74470 400,000.00

AUTHORIZED  
SIGNATURE:

FOR THE UNIVERSITY OF MEMPHIS

VENDOR COPY

# THE UNIVERSITY OF MEMPHIS

Procurement Services  
115 Administration Bldg  
Memphis, TN 38152-3370  
Phone (901) 678-2265 Fax (901) 678-2102

## PURCHASE ORDER

THIS NUMBER MUST BE SHOWN ON ALL  
INVOICES, PACKAGES AND  
CORRESPONDENCE RELATED TO ORDER.

ISSUED TO: Carpenter Sullivan Sossaman  
Rob Hoerter  
400 Union Ave  
Memphis TN 38103

PO Number: **P0008497**

Issue Date: 08/04/06

Page No: 7

Delivery Date: 08/04/06

Vendor ID: U00005194

Please supply the following items or services in accordance with terms of your quotation, to the University of Memphis, Memphis, TN. ALL DELIVERY CHARGES ARE TO BE PREPAID AND INCLUDED IN THE PRICES SHOWN UNLESS OTHERWISE INDICATED BELOW. Cash discounts, when authorized, will be computed from the date of delivery or from the date correct invoices are received, whichever is later.

### SHIP TO:

### SEND INVOICE IN DUPLICATE TO:

<b>S H I P P I N G</b> 303 Administration Bldg 3720 Alumni Dr Admin Bldg Room 303 Memphis TN 38152-3370 ATTN: Pamela DeShields	<b>B I L L I N G</b> University of Memphis Accounting Office 275 Administration Bldg Memphis, Tennessee 38152-3370
---	--

THE UNIVERSITY OF MEMPHIS IS AN EQUAL OPPORTUNITY, NON-RACIALLY IDENTIFIABLE, EDUCATIONAL INSTITUTION THAT DOES NOT DISCRIMINATE AGAINST INDIVIDUALS WITH DISABILITIES.

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENSION
			<p>in referenced bid, are required to be on file in Procurement Services prior to starting this project.</p> <p>This Order is subject to cancellation upon a thirty (30) day written notice. This order does not guarantee that any funds will be spent on this order.</p> <p>The following product (s) description has been summarized. Product (s) delivered against this order must be made in accordance with the referenced quotation/proposal document (s).</p> <p>The Dollar amounts listed on this order are estimated and in NO Way are guaranteed to be used</p>		
				<b>TOTAL:</b>	<b>CONTINUED</b>

MSDS SHEETS MUST BE FURNISHED WITH SHIPMENT FOR APPLICABLE PRODUCTS. IF MAILED SEPARATELY FROM SHIPMENT, OUR PURCHASE ORDER NUMBER MUST BE SHOWN ON THE SHEET.

DROP SHIPMENTS MUST SHOW ORIGINAL VENDOR AND OUR ORDER NUMBER.

AUTHORIZED  
SIGNATURE:

FOR THE UNIVERSITY OF MEMPHIS

ACCOUNTING INFORMATION:

110001-610000-74470 400,000.00

VENDOR COPY

# THE UNIVERSITY OF MEMPHIS

Procurement Services  
115 Administration Bldg  
Memphis, TN 38152-3370  
Phone (901) 678-2265 Fax (901) 678-2102

## PURCHASE ORDER

THIS NUMBER MUST BE SHOWN ON ALL  
INVOICES, PACKAGES AND  
CORRESPONDENCE RELATED TO ORDER.

ISSUED TO: Carpenter Sullivan Sossaman  
Rob Hoerter  
400 Union Ave  
Memphis TN 38103

PO Number: **P0008497**

Issue Date: 08/04/06

Page No: 8

Delivery Date: 08/04/06

Vendor ID: U00005194

Please supply the following items or services in accordance with terms of your quotation, to the University of Memphis, Memphis, TN. ALL DELIVERY CHARGES ARE TO BE PREPAID AND INCLUDED IN THE PRICES SHOWN UNLESS OTHERWISE INDICATED BELOW. Cash discounts, when authorized, will be computed from the date of delivery or from the date correct invoices are received, whichever is later.

### SHIP TO:

### SEND INVOICE IN DUPLICATE TO:

S  
H  
I  
P  
P  
I  
N  
G  
303 Administration Bldg  
3720 Alumni Dr  
Admin Bldg Room 303  
Memphis TN 38152-3370  
ATTN: Pamela DeShields

B  
I  
L  
L  
I  
N  
G  
University of Memphis  
Accounting Office  
275 Administration Bldg  
Memphis, Tennessee 38152-3370

THE UNIVERSITY OF MEMPHIS IS AN EQUAL OPPORTUNITY, NON-RACIALLY IDENTIFIABLE, EDUCATIONAL INSTITUTION THAT DOES NOT DISCRIMINATE AGAINST INDIVIDUALS WITH DISABILITIES.

ITEM	QUANTITY	UNIT	DESCRIPTION	PRICE	EXTENSION
1		LOT	<p>or obligated to be spent against this order. The amount that is spent may be less or more than the stated amount on this order. The amounts on this order are for budget information only.</p> <p>Marketing and Publications services For the on call needs and requirements of Marketing and Publications services to provide advertising and public relations services to promote the mission of the University of Memphis as outlined in our RFP no. B500860, at the prices as listed within your pricing data as adjusted and revised for reasons and subject to negotiations for any other area not covered within the RFP</p>		400,000.00
<b>TOTAL:</b>					<b>CONTINUED</b>

MSDS SHEETS MUST BE FURNISHED WITH SHIPMENT FOR APPLICABLE PRODUCTS. IF MAILED SEPARATELY FROM SHIPMENT, OUR PURCHASE ORDER NUMBER MUST BE SHOWN ON THE SHEET.

DROP SHIPMENTS MUST SHOW ORIGINAL VENDOR AND OUR ORDER NUMBER.

AUTHORIZED  
SIGNATURE: 

FOR THE UNIVERSITY OF MEMPHIS

ACCOUNTING INFORMATION:

110001-610000-74470

400,000.00

VENDOR COPY

# THE UNIVERSITY OF MEMPHIS

Procurement Services  
115 Administration Bldg  
Memphis, TN 38152-3370  
Phone (901) 678-2265 Fax (901) 678-2102

ISSUED  
TO:

Carpenter Sullivan Sossaman  
Rob Hoerter  
400 Union Ave  
Memphis TN 38103

## PURCHASE ORDER

THIS NUMBER MUST BE SHOWN ON ALL  
INVOICES, PACKAGES AND  
CORRESPONDENCE RELATED TO ORDER.

PO Number: **P0008497**

Issue Date: 08/04/06

Page No: 9

Delivery Date: 08/04/06

Vendor ID: U00005194

Please supply the following items or services in accordance with terms of your quotation, to the University of Memphis, Memphis, TN. ALL DELIVERY CHARGES ARE TO BE PREPAID AND INCLUDED IN THE PRICES SHOWN UNLESS OTHERWISE INDICATED BELOW. Cash discounts, when authorized, will be computed from the date of delivery or from the date correct invoices are received, whichever is later.

SHIP TO:

SEND INVOICE IN DUPLICATE TO:

S  
H  
I  
P  
P  
I  
N  
G

303 Administration Bldg  
3720 Alumni Dr  
Admin Bldg Room 303  
Memphis TN 38152-3370  
ATTN: Pamela DeShields

B  
I  
L  
L  
I  
N  
G

University of Memphis  
Accounting Office  
275 Administration Bldg  
Memphis, Tennessee 38152-3370

THE UNIVERSITY OF MEMPHIS IS AN EQUAL OPPORTUNITY, NON-RACIALLY IDENTIFIABLE, EDUCATIONAL INSTITUTION THAT DOES NOT DISCRIMINATE AGAINST INDIVIDUALS WITH DISABILITIES.

QUANTITY	UNIT	DESCRIPTION	PRICE	EXTENSION
		subject to be within the best interest of the University of Memphis. All of the referenced materials, the RFP no. B500860, Sossaman's response to the RFP are all made a part of this blanket standing order the same as if copied in full herein.		
			<b>TOTAL:</b>	400,000.00

MSDS SHEETS MUST BE FURNISHED WITH SHIPMENT FOR APPLICABLE PRODUCTS. IF MAILED SEPARATELY FROM SHIPMENT, OUR PURCHASE ORDER NUMBER MUST BE SHOWN ON THE SHEET.

DROP SHIPMENTS MUST SHOW ORIGINAL VENDOR AND OUR ORDER NUMBER.

AUTHORIZED  
SIGNATURE:

FOR THE UNIVERSITY OF MEMPHIS

ACCOUNTING INFORMATION:

110001-610000-74470 400,000.00

VENDOR COPY

# CONTRACT SUMMARY SHEET

021406

<b>RFS #</b>	<b>Contract #</b>
<b>State Agency</b>	<b>State Agency Division</b>
University of Memphis	
<b>Contractor Name</b>	<b>Contractor ID# (FEIN or SSN)</b>
Sossaman and Associates	<input type="checkbox"/> C- or <input checked="" type="checkbox"/> V- 621842496
<b>Service Description</b>	
Advertising and Marketing Services	
<b>Contract BEGIN Date</b>	<b>Contract END Date</b>
30-Sep-04	30-Jun-08
<b>Subrecipient or Vendor?</b>	
Vendor	
<b>CFDA #</b>	

<b>Mark Each TRUE Statement</b>			
<input type="checkbox"/> Contractor is on STARS	<input checked="" type="checkbox"/> Contractor's Form W-9 is on file in Accounts		
<b>Allotment Code</b>	<b>Cost Center</b>	<b>Object Code</b>	<b>Fund</b>
332.74	610000	74470	110001
<b>Funding Grant Code</b>		<b>Funding Subgrant Code</b>	

FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
FY05	\$ 400,000.00				\$ 400,000.00
FY06	\$ 470,000.00				\$ 470,000.00
					\$ -
					\$ -
					\$ -
					\$ -
<b>TOTAL</b>	\$ 870,000.00	\$ -	\$ -	\$ -	\$ 870,000.00

<b>COMPLETE FOR AMENDMENTS ONLY</b>			<b>State Agency Fiscal Contact &amp; Telephone #</b>
<b>FY</b>	<b>Base Contract &amp; Prior Amendments</b>	<b>THIS Amendment ONLY</b>	David Zettergren, Asst VP, Finance, 901-678-2261
2005	\$ 400,000.00		<b>State Agency Budget Officer Approval</b>
2006	\$ 470,000.00		
			<b>Funding Certification</b> (certification required by T.C.A. § 9-4-5113 that there is a balance in the appropriation from which the obligated expenditure is required to be paid that is not otherwise encumbered to pay obligations previously incurred)
<b>TOTAL</b>	\$ 870,000.00	\$ -	
<b>End Date</b>			

<b>Contractor Ownership</b> (complete only for base contracts with contract # prefix FA or GR)			
<input type="checkbox"/> African American	<input type="checkbox"/> Person w/ Disability	<input type="checkbox"/> Hispanic	<input type="checkbox"/> Small Business <input checked="" type="checkbox"/> NOT disadvantaged
<input type="checkbox"/> Asian	<input type="checkbox"/> Female	<input type="checkbox"/> Native American	<input type="checkbox"/> OTHER minority/disadvantaged—
<b>Contractor Selection Method</b> (complete for ALL base contracts - N/A to amendments or delegated authorities)			
<input checked="" type="checkbox"/> RFP	<input type="checkbox"/> Competitive Negotiation	<input type="checkbox"/> Alternative Competitive Method	
<input type="checkbox"/> Non-Competitive Negotiation	<input type="checkbox"/> Negotiation w/ Government (eg, ID, GG, GU)	<input type="checkbox"/> Other	

**Procurement Process Summary** (complete for Alternative Method, Competitive Negotiation, Non-Competitive Negotiation, OR Other)

Proposals were solicited in July 2004 for FY05, with renewal options not to exceed a total of five years. The award was made to Sossaman (currently Carpenter Sullivan Sossaman). A new contract will be established through a RFP process, effective July 1, 2008, or upon signing by all parties.

# PURCHASE ORDER

THE UNIVERSITY OF  
MEMPHIS.

## University of Memphis

Purchasing Department

115 Administration Bldg

Memphis, TN 38152-3370

Phone (901) 678-2265 Fax (901) 678-2102

THIS NUMBER MUST BE SHOWN ON ALL  
INVOICES, PACKAGES AND  
CORRESPONDENCE RELATED TO ORDER.

ISSUED  
TO:

Sossaman & Assoc

400 Union Ave

Memphis TN 38103

MS. ~~Gooding~~ GORDIE

526-6223

PO Number: P0000447

Issue Date: 07/18/05

Page No: 1

Delivery Date: 07/18/05

Please supply the following items or services in accordance with terms of your quotation, to the University of Memphis, Memphis, TN. ALL DELIVERY CHARGES ARE TO BE PREPAID AND INCLUDED IN THE PRICES SHOWN UNLESS OTHERWISE INDICATED BELOW. Cash discounts, when authorized, will be computed from the date of delivery or from the date correct invoices are received, whichever is later.

SHIP TO:

SEND INVOICE IN DUPLICATE TO:

S  
H  
I  
P  
P  
I  
N  
G

303 Administration Bldg  
3720 Alumni Dr  
Admin Bldg Room 303  
Memphis TN 38152-3370

B  
I  
L  
L  
I  
N  
G

University of Memphis  
Accounting Office  
275 Administration Bldg  
Memphis, Tennessee 38152-3370

THE UNIVERSITY OF MEMPHIS IS AN EQUAL OPPORTUNITY, NON-RACIALLY IDENTIFIABLE, EDUCATIONAL INSTITUTION THAT DOES NOT DISCRIMINATE AGAINST INDIVIDUALS WITH DISABILITIES.

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENSION
			<p>Reference #B500860, FY05-M500920-1st YR, FY06-P0000447-2nd YR, FY07-3rd YR, FY08-4th YR, FY09-5th and final year. This will re-bid for FY10</p> <p>The parties agree that the following shall be essential Terms and Conditions of this Blanket/Master Order Contract Agreement.</p> <p>1. The entire contract between the parties consists of this Blanket/Master Order, The Request for Proposals (Referenced herein), Contractor's Proposal response and any Addenda and/or Amendments to this Blanket/Master order Hereafter executed. In the event of conflicting provisions, the documents shall be construed according to the following priority: Addenda and/or Amendments (most recent with first priority) to this Blanket/</p>		
				TOTAL:	CONTINUED

ORDER PLACED FAXED  
DATE 7-18-05  
DO NOT DUPLICATE

MSDS SHEETS MUST BE FURNISHED WITH SHIPMENT FOR APPLICABLE PRODUCTS. IF MAILED SEPARATELY FROM SHIPMENT, OUR PURCHASE ORDER NUMBER MUST BE SHOWN ON THE SHEET.

DROP SHIPMENTS MUST SHOW ORIGINAL VENDOR AND OUR ORDER NUMBER.

AUTHORIZED  
SIGNATURE:

*James J. Nelson*  
FOR THE UNIVERSITY OF MEMPHIS

ACCOUNTING INFORMATION:

110001-610000-74470

270,000.00

VENDOR COPY

# PURCHASE ORDER

THE UNIVERSITY OF  
**MEMPHIS**

## University of Memphis

Purchasing Department  
115 Administration Bldg  
Memphis, TN 38152-3370

Phone (901) 678-2265 Fax (901) 678-2102

THIS NUMBER MUST BE SHOWN ON ALL  
INVOICES, PACKAGES AND  
CORRESPONDENCE RELATED TO ORDER.

ISSUED TO: Sossaman & Assoc  
400 Union Ave  
Memphis TN 38103

PO Number: **P0000447**

Issue Date: 07/18/05

Page No: 2

Delivery Date: 07/18/05

Please supply the following items or services in accordance with terms of your quotation, to the University of Memphis, Memphis, TN. ALL DELIVERY CHARGES ARE TO BE PREPAID AND INCLUDED IN THE PRICES SHOWN UNLESS OTHERWISE INDICATED BELOW. Cash discounts, when authorized, will be computed from the date of delivery or from the date correct invoices are received, whichever is later.

SHIP TO:

SEND INVOICE IN DUPLICATE TO:

S  
H  
I  
P  
P  
I  
N  
G  
303 Administration Bldg  
3720 Alumni Dr  
Admin Bldg Room 303  
Memphis TN 38152-3370

B  
I  
L  
L  
I  
N  
G  
University of Memphis  
Accounting Office  
275 Administration Bldg  
Memphis, Tennessee 38152-3370

THE UNIVERSITY OF MEMPHIS IS AN EQUAL OPPORTUNITY, NON-RACIALLY IDENTIFIABLE, EDUCATIONAL INSTITUTION THAT DOES NOT DISCRIMINATE AGAINST INDIVIDUALS WITH DISABILITIES.

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENSION
			Master Order, This Blanket/Master Order, University's Request for Proposal, and Contractor's Proposal, However in any event the University's standard bid/proposal form Terms and Conditions takes precedent over the Contractor's response. 2. The Contractor (and/or supplier) warrants that no part of the total contract amount herein shall be paid directly or indirectly to any officer or employee of the University or the State of Tennessee as wages, compensation, or gifts in exchange for acting as officer, agent, employee, sub-contractor, or consultant to the contractor in connection with any work contemplated or formed relative to this Blanket/Master order. 3. This Blanket/Master order may be terminated by		
				<b>TOTAL:</b>	<b>CONTINUED</b>

MSDS SHEETS MUST BE FURNISHED WITH SHIPMENT FOR APPLICABLE PRODUCTS. IF MAILED SEPARATELY FROM SHIPMENT, OUR PURCHASE ORDER NUMBER MUST BE SHOWN ON THE SHEET.

DROP SHIPMENTS MUST SHOW ORIGINAL VENDOR AND OUR ORDER NUMBER.

AUTHORIZED  
SIGNATURE:

FOR THE UNIVERSITY OF MEMPHIS

ACCOUNTING INFORMATION:

110001-610000-74470

270,000.00

VENDOR COPY



# PURCHASE ORDER

THE UNIVERSITY OF  
**MEMPHIS**

## University of Memphis

Purchasing Department  
115 Administration Bldg  
Memphis, TN 38152-3370  
Phone (901) 678-2265 Fax (901) 678-2102

THIS NUMBER MUST BE SHOWN ON ALL  
INVOICES, PACKAGES AND  
CORRESPONDENCE RELATED TO ORDER.

ISSUED TO: Sossaman & Assoc  
400 Union Ave  
Memphis TN 38103

PO Number: **P0000447**

Issue Date: 07/18/05

Page No: 3

Delivery Date: 07/18/05

Please supply the following items or services in accordance with terms of your quotation, to the University of Memphis, Memphis, TN. ALL DELIVERY CHARGES ARE TO BE PREPAID AND INCLUDED IN THE PRICES SHOWN UNLESS OTHERWISE INDICATED BELOW. Cash discounts, when authorized, will be computed from the date of delivery or from the date correct invoices are received, whichever is later.

### SHIP TO:

### SEND INVOICE IN DUPLICATE TO:

S  
H  
I  
P  
P  
I  
N  
G

303 Administration Bldg  
3720 Alumni Dr  
Admin Bldg Room 303  
Memphis TN 38152-3370

B  
I  
L  
L  
I  
N  
G

University of Memphis  
Accounting Office  
275 Administration Bldg  
Memphis, Tennessee 38152-3370

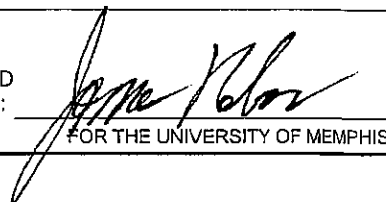
THE UNIVERSITY OF MEMPHIS IS AN EQUAL OPPORTUNITY, NON-RACIALLY IDENTIFIABLE, EDUCATIONAL INSTITUTION THAT DOES NOT DISCRIMINATE AGAINST INDIVIDUALS WITH DISABILITIES.

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENSION
			either party by giving written notice to the other at least thirty (30) days before the effective date of termination. In the event, the supplier shall be entitled to receive just and equitable compensation for any satisfactory authorized work completed as of the termination date. 4. If the supplier/contractor fails to fulfill in timely and proper manner the supplier's obligations under this Blanket/Master Order, or if the supplier shall violate any of the terms of this Blanket/Master order, the University shall have the right to immediately terminate this Blanket/Master order and withhold payments in excess of fair compensation for work completed. Notwithstanding the above, the supplier shall not be relieved of liability to the University for		
				<b>TOTAL:</b>	<b>CONTINUED</b>

MSDS SHEETS MUST BE FURNISHED WITH SHIPMENT FOR APPLICABLE PRODUCTS. IF MAILED SEPARATELY FROM SHIPMENT, OUR PURCHASE ORDER NUMBER MUST BE SHOWN ON THE SHEET.

DROP SHIPMENTS MUST SHOW ORIGINAL VENDOR AND OUR ORDER NUMBER.

AUTHORIZED  
SIGNATURE:

  
FOR THE UNIVERSITY OF MEMPHIS

ACCOUNTING INFORMATION:

110001-610000-74470

270,000.00

VENDOR COPY

# PURCHASE ORDER

THE UNIVERSITY OF  
**MEMPHIS.**

## University of Memphis

Purchasing Department  
115 Administration Bldg  
Memphis, TN 38152-3370

Phone (901) 678-2265 Fax (901) 678-2102

THIS NUMBER MUST BE SHOWN ON ALL  
INVOICES, PACKAGES AND  
CORRESPONDENCE RELATED TO ORDER.

ISSUED TO: Sossaman & Assoc  
400 Union Ave  
Memphis TN 38103

PO Number: **P0000447**

Issue Date: 07/18/05

Page No: 4

Delivery Date: 07/18/05

Please supply the following items or services in accordance with terms of your quotation, to the University of Memphis, Memphis, TN. ALL DELIVERY CHARGES ARE TO BE PREPAID AND INCLUDED IN THE PRICES SHOWN UNLESS OTHERWISE INDICATED BELOW. Cash discounts, when authorized, will be computed from the date of delivery or from the date correct invoices are received, whichever is later.

### SHIP TO:

### SEND INVOICE IN DUPLICATE TO:

S  
H  
I  
P  
P  
I  
N  
G

303 Administration Bldg  
3720 Alumni Dr  
Admin Bldg Room 303  
Memphis TN 38152-3370

B  
I  
L  
L  
I  
N  
G

University of Memphis  
Accounting Office  
275 Administration Bldg  
Memphis, Tennessee 38152-3370

THE UNIVERSITY OF MEMPHIS IS AN EQUAL OPPORTUNITY, NON-RACIALLY IDENTIFIABLE, EDUCATIONAL INSTITUTION THAT DOES NOT DISCRIMINATE AGAINST INDIVIDUALS WITH DISABILITIES.

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENSION
			damages sustained by virtue of any breach of this Blanket/Master order by the supplier. 5. The supplier shall maintain documentation for all charges against the University under this Blanket/Master order. The books, records and documents of the supplier, insofar as they relate to work performed or money received under this Blanket/Master order shall be maintained for a period of three (3) full years from the date of final payment, and be subject to audit, at any reasonable time and upon reasonable notice, by the University or the Comptroller of the Treasury, State of Tennessee, or their duly appointed representatives. 6. Any and all claims against the University for personal injury and/or property damage resulting		
<b>TOTAL:</b>					<b>CONTINUED</b>

MSDS SHEETS MUST BE FURNISHED WITH SHIPMENT FOR APPLICABLE PRODUCTS. IF MAILED SEPARATELY FROM SHIPMENT, OUR PURCHASE ORDER NUMBER MUST BE SHOWN ON THE SHEET.

DROP SHIPMENTS MUST SHOW ORIGINAL VENDOR AND OUR ORDER NUMBER.

AUTHORIZED  
SIGNATURE:

FOR THE UNIVERSITY OF MEMPHIS

ACCOUNTING INFORMATION:

110001-610000-74470

270,000.00

VENDOR COPY

# PURCHASE ORDER

THE UNIVERSITY OF  
**MEMPHIS.**

## University of Memphis

Purchasing Department

115 Administration Bldg

Memphis, TN 38152-3370

Phone (901) 678-2265 Fax (901) 678-2102

THIS NUMBER MUST BE SHOWN ON ALL  
INVOICES, PACKAGES AND  
CORRESPONDENCE RELATED TO ORDER.

ISSUED TO: Sossaman & Assoc  
400 Union Ave  
Memphis TN 38103

PO Number: **P0000447**

Issue Date: 07/18/05

Page No: 5

Delivery Date: 07/18/05

Please supply the following items or services in accordance with terms of your quotation, to the University of Memphis, Memphis, TN. ALL DELIVERY CHARGES ARE TO BE PREPAID AND INCLUDED IN THE PRICES SHOWN UNLESS OTHERWISE INDICATED BELOW. Cash discounts, when authorized, will be computed from the date of delivery or from the date correct invoices are received, whichever is later.

### SHIP TO:

### SEND INVOICE IN DUPLICATE TO:

S  
H  
I  
P  
P  
I  
N  
G

303 Administration Bldg  
3720 Alumni Dr  
Admin Bldg Room 303  
Memphis TN 38152-3370

B  
I  
L  
L  
I  
N  
G

University of Memphis  
Accounting Office  
275 Administration Bldg  
Memphis, Tennessee 38152-3370

THE UNIVERSITY OF MEMPHIS IS AN EQUAL OPPORTUNITY, NON-RACIALLY IDENTIFIABLE, EDUCATIONAL INSTITUTION THAT DOES NOT DISCRIMINATE AGAINST INDIVIDUALS WITH DISABILITIES.

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENSION
			<p>from the negligence of the University shall be submitted to the Board of Claims or Claims Commission pursuant to T. C. A. Section 9-8-301, et seq.</p> <p>7. The supplier shall not assing this order or enter into subcontracts for any of the work described herein, without obtaining the prior written approval of the University or the Tennessee State Board of Regents, as appropriate. Approval shall not be given if the proposed subcontractor was or is currently ineligible to bid on the contract.</p> <p>8. Travel related issues are subject to the rules of the TBR Travel Policy.</p> <p>The University of Memphis reserves the right to consider the negotiation of this contract/order</p>		
				<b>TOTAL:</b>	<b>CONTINUED</b>

MSDS SHEETS MUST BE FURNISHED WITH SHIPMENT FOR APPLICABLE PRODUCTS. IF MAILED SEPARATELY FROM SHIPMENT, OUR PURCHASE ORDER NUMBER MUST BE SHOWN ON THE SHEET.

DROP SHIPMENTS MUST SHOW ORIGINAL VENDOR AND OUR ORDER NUMBER.

AUTHORIZED  
SIGNATURE:

FOR THE UNIVERSITY OF MEMPHIS

ACCOUNTING INFORMATION:

110001-610000-74470

270,000.00

VENDOR COPY

# PURCHASE ORDER

THE UNIVERSITY OF  
**MEMPHIS.**

## University of Memphis

Purchasing Department

115 Administration Bldg

Memphis, TN 38152-3370

Phone (901) 678-2265 Fax (901) 678-2102

THIS NUMBER MUST BE SHOWN ON ALL  
INVOICES, PACKAGES AND  
CORRESPONDENCE RELATED TO ORDER.

ISSUED TO: Sossaman & Assoc  
400 Union Ave  
Memphis TN 38103

PO Number: **P0000447**

Issue Date: 07/18/05

Page No: 6

Delivery Date: 07/18/05

Please supply the following items or services in accordance with terms of your quotation, to the University of Memphis, Memphis, TN. ALL DELIVERY CHARGES ARE TO BE PREPAID AND INCLUDED IN THE PRICES SHOWN UNLESS OTHERWISE INDICATED BELOW. Cash discounts, when authorized, will be computed from the date of delivery or from the date correct invoices are received, whichever is later.

### SHIP TO:

### SEND INVOICE IN DUPLICATE TO:

S  
H  
I  
P  
P  
I  
N  
G

303 Administration Bldg  
3720 Alumni Dr  
Admin Bldg Room 303  
Memphis TN 38152-3370

B  
I  
L  
L  
I  
N  
G

University of Memphis  
Accounting Office  
275 Administration Bldg  
Memphis, Tennessee 38152-3370

THE UNIVERSITY OF MEMPHIS IS AN EQUAL OPPORTUNITY, NON-RACIALLY IDENTIFIABLE, EDUCATIONAL INSTITUTION THAT DOES NOT DISCRIMINATE AGAINST INDIVIDUALS WITH DISABILITIES.

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENSION
			subject to annual renewal for up to four (4) additional years, after the first initial year. The "so-called" five (5) year contract/order will be reviewed annually as to renewal. The University in accordance with the Tennessee Code Annotated, reserves the right to cancel this term contract/order upon a thirty (30)day written notice. However, if the contract/order is not renewed, or the University does not provide any information as to the renewal status of this contract/order, the term of this contract/order is automatically cancelled at the end of the current fiscal year. The following product (s) description has been summarized. Product (s) delivered against this order must be made in accordance with the referenced quotation/proposal document (s).		
				<b>TOTAL:</b>	<b>CONTINUED</b>

MSDS SHEETS MUST BE FURNISHED WITH SHIPMENT FOR APPLICABLE PRODUCTS. IF MAILED SEPARATELY FROM SHIPMENT, OUR PURCHASE ORDER NUMBER MUST BE SHOWN ON THE SHEET.

DROP SHIPMENTS MUST SHOW ORIGINAL VENDOR AND OUR ORDER NUMBER.

AUTHORIZED  
SIGNATURE:

FOR THE UNIVERSITY OF MEMPHIS

ACCOUNTING INFORMATION:

110001-610000-74470

270,000.00

VENDOR COPY

# PURCHASE ORDER

THE UNIVERSITY OF  
**MEMPHIS**

## University of Memphis

Purchasing Department  
115 Administration Bldg  
Memphis, TN 38152-3370  
Phone (901) 678-2265 Fax (901) 678-2102

THIS NUMBER MUST BE SHOWN ON ALL  
INVOICES, PACKAGES AND  
CORRESPONDENCE RELATED TO ORDER.

ISSUED TO: Sossaman & Assoc  
400 Union Ave  
Memphis TN 38103

PO Number: **P0000447**

Issue Date: 07/18/05

Page No: 7

Delivery Date: 07/18/05

Please supply the following items or services in accordance with terms of your quotation, to the University of Memphis, Memphis, TN. ALL DELIVERY CHARGES ARE TO BE PREPAID AND INCLUDED IN THE PRICES SHOWN UNLESS OTHERWISE INDICATED BELOW. Cash discounts, when authorized, will be computed from the date of delivery or from the date correct invoices are received, whichever is later.

### SHIP TO:

### SEND INVOICE IN DUPLICATE TO:

S  
H  
I  
P  
P  
I  
N  
G  
303 Administration Bldg  
3720 Alumni Dr  
Admin Bldg Room 303  
Memphis TN 38152-3370

B  
I  
L  
L  
I  
N  
G  
University of Memphis  
Accounting Office  
275 Administration Bldg  
Memphis, Tennessee 38152-3370

THE UNIVERSITY OF MEMPHIS IS AN EQUAL OPPORTUNITY, NON-RACIALLY IDENTIFIABLE, EDUCATIONAL INSTITUTION THAT DOES NOT DISCRIMINATE AGAINST INDIVIDUALS WITH DISABILITIES.

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENSION
1		EA	<p>The Dollar amounts listed on this order are estimated and in NO Way are guaranteed to be used or obligated to be spent against this order. The amount that is spent may be less or more than the stated amount on this order. The amounts on this order are for budget information only.</p> <p>This Order is subject to cancellation upon a thirty (30) day written notice. This order does not guarantee that any funds will be spent on this order.</p> <p>Sossaman blanket renewal For the on call needs and requirements of Marketing and Publications services to provide advertising and public relations services to</p>		270,000.00
<b>TOTAL:</b>				<b>CONTINUED</b>	

MSDS SHEETS MUST BE FURNISHED WITH SHIPMENT FOR APPLICABLE PRODUCTS. IF MAILED SEPARATELY FROM SHIPMENT, OUR PURCHASE ORDER NUMBER MUST BE SHOWN ON THE SHEET.

DROP SHIPMENTS MUST SHOW ORIGINAL VENDOR AND OUR ORDER NUMBER.

AUTHORIZED  
SIGNATURE:

FOR THE UNIVERSITY OF MEMPHIS

ACCOUNTING INFORMATION:

110001-610000-74470

270,000.00

VENDOR COPY

# PURCHASE ORDER

THE UNIVERSITY OF  
MEMPHIS

## University of Memphis

Purchasing Department  
115 Administration Bldg  
Memphis, TN 38152-3370  
Phone (901) 678-2265 Fax (901) 678-2102

THIS NUMBER MUST BE SHOWN ON ALL  
INVOICES, PACKAGES AND  
CORRESPONDENCE RELATED TO ORDER.

ISSUED TO: Sossaman & Assoc  
400 Union Ave  
Memphis TN 38103

PO Number: **P0000447**  
Issue Date: 07/18/05  
Page No: 8  
Delivery Date: 07/18/05

Please supply the following items or services in accordance with terms of your quotation, to the University of Memphis, Memphis, TN. ALL DELIVERY CHARGES ARE TO BE PREPAID AND INCLUDED IN THE PRICES SHOWN UNLESS OTHERWISE INDICATED BELOW. Cash discounts, when authorized, will be computed from the date of delivery or from the date correct invoices are received, whichever is later.

### SHIP TO:

### SEND INVOICE IN DUPLICATE TO:

S  
H  
I  
P  
P  
I  
N  
G

303 Administration Bldg  
3720 Alumni Dr  
Admin Bldg Room 303  
Memphis TN 38152-3370

B  
I  
L  
L  
I  
N  
G

University of Memphis  
Accounting Office  
275 Administration Bldg  
Memphis, Tennessee 38152-3370

THE UNIVERSITY OF MEMPHIS IS AN EQUAL OPPORTUNITY, NON-RACIALLY IDENTIFIABLE, EDUCATIONAL INSTITUTION THAT DOES NOT DISCRIMINATE AGAINST INDIVIDUALS WITH DISABILITIES.

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENSION
			promote the mission of the University of Memphis as outlined in our RFP #B500860, at the prices as listed within your pricing data as adjusted and revised for reasons and subject to negotiations for any other area not covered within the RFP subject to be within the best interest of the University of Memphis. All of the referenced materials, the RFP #B500860, Sossaman's response to the RFP are all made a part of this Blanket Standing Order the same as if copied in full herein.		
TOTAL:					270,000.00

MSDS SHEETS MUST BE FURNISHED WITH SHIPMENT FOR APPLICABLE PRODUCTS. IF MAILED SEPARATELY FROM SHIPMENT, OUR PURCHASE ORDER NUMBER MUST BE SHOWN ON THE SHEET.

DROP SHIPMENTS MUST SHOW ORIGINAL VENDOR AND OUR ORDER NUMBER.

ACCOUNTING INFORMATION:  
110001-610000-74470

270,000.00

AUTHORIZED  
SIGNATURE:

FOR THE UNIVERSITY OF MEMPHIS

VENDOR COPY

THE UNIVERSITY OF  
**MEMPHIS**

Purchasing Department  
115 Administration Bldg.  
Memphis, TN 38152-3370  
Phone (901) 678-2265 Fax (901) 678-2102

Change Order No.:

**P0000447**  
CHANGE #1

**PURCHASE ORDER NO. MUST APPEAR ON ALL  
SHIPPING DOCUMENTS AND INVOICES**

VENDOR		SHIP TO		
ID No.: U00005194  Sossaman + Associates Advertising In 400 Union Ave Memphis TN 38103		Address:  303 Administration Bldg 3720 Alumni Dr Admin Bldg Room 303 Memphis TN 38152-3370		
ORDER DATE	DATE REQUIRED	TERMS	BILL IN DUPLICATE TO:	
07/18/05	07/18/05		Accounting Office 275 Administration Bldg Memphis, TN 38152-3370	
ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
		Reference #B500860, FY05-M500920-1st YR, FY06-P0000447-2nd YR, FY07-3rd YR, FY08-4th YR, FY09-5th and final year. This will re-bid for FY10  The parties agree that the following shall be essential Terms and Conditions of this Blanket/ Master Order Contract Agreement. 1. The entire contract between the parties consists of this Blanket/Master Order, The Request for Proposals (Referenced herein), Contractor's Proposal response and any Addenda and/or Amendments to this Blanket/Master order Hereafter executed. In the event of conflicting provisions, the documents shall be construed according to the following priority: Addenda and/or Amendments (most recent with first priority) to this Blanket/ Master Order, This Blanket/Master Order, University's Request for Proposal, and		
			.00	

THE UNIVERSITY OF  
**MEMPHIS**

Purchasing Department  
115 Administration Bldg.  
Memphis, TN 38152-3370  
Phone (901) 678-2265 Fax (901) 678-2102

Change Order No.:

**P0000447**  
CHANGE #1

**PURCHASE ORDER NO. MUST APPEAR ON ALL  
SHIPPING DOCUMENTS AND INVOICES**

VENDOR		SHIP TO		
ID No.: U00005194  Sossaman + Associates Advertising In 400 Union Ave Memphis TN 38103		Address:  303 Administration Bldg 3720 Alumni Dr Admin Bldg Room 303 Memphis TN 38152-3370		
ORDER DATE	DATE REQUIRED	TERMS	BILL IN DUPLICATE TO:	
07/18/05	07/18/05		Accounting Office 275 Administration Bldg Memphis, TN 38152-3370	
ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
		<p>Contractor's Proposal, However in any event the University's standard bid/proposal form Terms and Conditions takes precedent over the Contractor's response.</p> <p>2. The Contractor (and/or supplier) warrants that no part of the total contract amount herein shall be paid directly or indirectly to any officer or employee of the University or the State of Tennessee as wages, compensation, or gifts in exchange for acting as officer, agent, employee, sub-contractor, or consultant to the contractor in connection with any work contemplated or formed relative to this Blanket/Master order.</p> <p>3. This Blanket/Master order may be terminated by either party by giving written notice to the other at least thirty (30) days before the effective date of termination. In the event, the supplier shall be entitled to receive just and equitable</p>		
			.00	



THE UNIVERSITY OF  
**MEMPHIS**

Purchasing Department  
115 Administration Bldg.  
Memphis, TN 38152-3370  
Phone (901) 678-2265 Fax (901) 678-2102

Change Order No.:

**P0000447**  
CHANGE #1

**PURCHASE ORDER NO. MUST APPEAR ON ALL  
SHIPPING DOCUMENTS AND INVOICES**

**VENDOR**

ID No.: U00005194

Sossaman + Associates Advertising In  
400 Union Ave  
Memphis TN 38103

**SHIP TO**

Address:

303 Administration Bldg  
3720 Alumni Dr  
Admin Bldg Room 303  
Memphis TN 38152-3370

**ORDER DATE**

07/18/05

**DATE REQUIRED**

07/18/05

**TERMS**

**BILL IN DUPLICATE TO:**

Accounting Office  
275 Administration Bldg  
Memphis, TN 38152-3370

ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
		<p>compensation for any satisfactory authorized work completed as of the termination date.</p> <p>4. If the supplier/contractor fails to fulfill in timely and proper manner the supplier's obligations under this Blanket/Master Order, or if the supplier shall violate any of the terms of this Blanket/Master order, the University shall have the right to immediately terminate this Blanket/Master order and withhold payments in excess of fair compensation for work completed. Notwithstanding the above, the supplier shall not be relieved of liability to the University for damages sustained by virtue of any breach of this Blanket/Master order by the supplier.</p> <p>5. The supplier shall maintain documentation for all charges against the University under this Blanket/Master order. The books, records and documents of the supplier, insofar as they relate</p>		

.00

THE UNIVERSITY OF  
**MEMPHIS**

Purchasing Department  
115 Administration Bldg.  
Memphis, TN 38152-3370  
Phone (901) 678-2265 Fax (901) 678-2102

Change Order No.:

**P0000447**  
CHANGE #1

**PURCHASE ORDER NO. MUST APPEAR ON ALL  
SHIPPING DOCUMENTS AND INVOICES**

VENDOR		SHIP TO	
ID No.: U00005194  Sossaman + Associates Advertising In 400 Union Ave Memphis TN 38103		Address:  303 Administration Bldg 3720 Alumni Dr Admin Bldg Room 303 Memphis TN 38152-3370	
ORDER DATE	DATE REQUIRED	TERMS	BILL IN DUPLICATE TO:
07/18/05	07/18/05		Accounting Office 275 Administration Bldg Memphis, TN 38152-3370

ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
		<p>to work performed or money received under this Blanket/Master order shall be maintained for a period of three (3) full years from the date of final payment, and be subject to audit, at any reasonable time and upon reasonable notice, by the University or the Comptroller of the Treasury, State of Tennessee, or their duly appointed representatives.</p> <p>6. Any and all claims against the University for personal injury and/or property damage resulting from the negligence of the University shall be submitted to the Board of Claims or Claims Commission pursuant to T. C. A. Section 9-8-301, et seq.</p> <p>7. The supplier shall not assign this order or enter into subcontracts for any of the work described herein, without obtaining the prior written approval of the University or the</p>		
				.00

THE UNIVERSITY OF  
**MEMPHIS**

Purchasing Department  
115 Administration Bldg.  
Memphis, TN 38152-3370  
Phone (901) 678-2265 Fax (901) 678-2102

Change Order No.:

**P0000447**  
CHANGE #1

**PURCHASE ORDER NO. MUST APPEAR ON ALL  
SHIPPING DOCUMENTS AND INVOICES**

**VENDOR**

**SHIP TO**

ID No.: U00005194

Sossaman + Associates Advertising In  
400 Union Ave  
Memphis TN 38103

Address:

303 Administration Bldg  
3720 Alumni Dr  
Admin Bldg Room 303  
Memphis TN 38152-3370

**ORDER DATE**

07/18/05

**DATE REQUIRED**

07/18/05

**TERMS**

**BILL IN DUPLICATE TO:**

Accounting Office  
275 Administration Bldg  
Memphis, TN 38152-3370

ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
		<p>Tennessee State Board of Regents, as appropriate. Approval shall not be given if the proposed subcontractor was or is currently ineligible to bid on the contract.</p> <p>8. Travel related issues are subject to the rules of the TBR Travel Policy.</p> <p>The University of Memphis reserves the right to consider the negotiation of this contract/order subject to annual renewal for up to four (4) additional years, after the first initial year. The "so-called" five (5) year contract/order will be reviewed annually as to renewal. The University in accordance with the Tennessee Code Annotated, reserves the right to cancel this term contract/order upon a thirty (30) day written notice. However, if the contract/order is not renewed, or the University does not provide any information as to the renewal status of this contract/order, the</p>		
				.00

# THE UNIVERSITY OF MEMPHIS®

Purchasing Department  
115 Administration Bldg.  
Memphis, TN 38152-3370  
Phone (901) 678-2265 Fax (901) 678-2102

Change Order No.:

**P0000447**  
CHANGE #1

**PURCHASE ORDER NO. MUST APPEAR ON ALL  
SHIPPING DOCUMENTS AND INVOICES**

VENDOR		SHIP TO	
ID No.: U00005194  Sossaman + Associates Advertising In 400 Union Ave Memphis TN 38103		Address:  303 Administration Bldg 3720 Alumni Dr Admin Bldg Room 303 Memphis TN 38152-3370	
ORDER DATE	DATE REQUIRED	TERMS	BILL IN DUPLICATE TO:
07/18/05	07/18/05		Accounting Office 275 Administration Bldg Memphis, TN 38152-3370

ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
		<p>term of this contract/order is automatically cancelled at the end of the current fiscal year. The following product (s) description has been summarized. Product (s) delivered against this order must be made in accordance with the referenced quotation/proposal document (s). The Dollar amounts listed on this order are estimated and in NO Way are guaranteed to be used or obligated to be spent against this order. The amount that is spent may be less or more than the stated amount on this order. The amounts on this order are for budget information only. This Order is subject to cancellation upon a thirty (30) day written notice. This order does not guarantee that any funds will be spent on this order.</p> <p>LIST OF HEADER CHANGES -----</p>		
			.00	

THE UNIVERSITY OF  
**MEMPHIS**

Purchasing Department  
115 Administration Bldg.  
Memphis, TN 38152-3370  
Phone (901) 678-2265 Fax (901) 678-2102

Change Order No.:

**P0000447**  
CHANGE #1

**PURCHASE ORDER NO. MUST APPEAR ON ALL  
SHIPPING DOCUMENTS AND INVOICES**

VENDOR		SHIP TO		
ID No.: U00005194  Sossaman + Associates Advertising In 400 Union Ave Memphis TN 38103		Address:  303 Administration Bldg 3720 Alumni Dr Admin Bldg Room 303 Memphis TN 38152-3370		
ORDER DATE	DATE REQUIRED	TERMS	BILL IN DUPLICATE TO:	
07/18/05	07/18/05		Accounting Office 275 Administration Bldg Memphis, TN 38152-3370	
ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	EA	DATE REQUIRED CHANGE HEADER TEXT CHANGE  PREVIOUS ORDER ----- Sossaman blanket renewal For the on call needs and requirements of Marketing and Publications services to provide advertising and public relations services to promote the mission of the University of Memphis as outlined in our RFP #B500860, at the prices as listed within your pricing data as adjusted and revised for reasons and subject to negotiations for any other area not covered within the RFP subject to be within the best interest of the University of Memphis. All of the referenced materials, the RFP #B500860, Sossaman's response to the RFP are all made a part of this Blanket		270,000.00
				.00

THE UNIVERSITY OF  
**MEMPHIS**

Purchasing Department  
115 Administration Bldg.  
Memphis, TN 38152-3370  
Phone (901) 678-2265 Fax (901) 678-2102

Change Order No.:

**P0000447**  
CHANGE #1

**PURCHASE ORDER NO. MUST APPEAR ON ALL  
SHIPPING DOCUMENTS AND INVOICES**

**VENDOR**

ID No.: U00005194

Sossaman + Associates Advertising In  
400 Union Ave  
Memphis TN 38103

**SHIP TO**

Address:

303 Administration Bldg  
3720 Alumni Dr  
Admin Bldg Room 303  
Memphis TN 38152-3370

**ORDER DATE**

07/18/05

**DATE REQUIRED**

07/18/05

**TERMS**

**BILL IN DUPLICATE TO:**

Accounting Office  
275 Administration Bldg  
Memphis, TN 38152-3370

ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
		Standing Order the same as if copied in full herein.		
		CHANGE: DOLLAR AMOUNT INCREASE	200,000.0000	
		EXTENDED AMOUNT INCREASE		200,000.00
		CHANGE TOTAL:		200,000.00
		REVISED ORDER		
1	EA	Sossaman blanket renewal For the on call needs and requirements of Marketing and Publications services to provide advertising and public relations services to promote the mission of the University of Memphis as outlined in our RFP #B500860, at the prices as listed within your pricing data as adjusted and revised for reasons and subject to negotiations for any other area not covered within the RFP		470,000.00

.00

THE UNIVERSITY OF  
**MEMPHIS**

Purchasing Department  
115 Administration Bldg.  
Memphis, TN 38152-3370  
Phone (901) 678-2265 Fax (901) 678-2102

Change Order No.:

**P0000447**  
CHANGE #1

**PURCHASE ORDER NO. MUST APPEAR ON ALL  
SHIPPING DOCUMENTS AND INVOICES**

**VENDOR**

**SHIP TO**

ID No.: U00005194

Sossaman + Associates Advertising In  
400 Union Ave  
Memphis TN 38103

Address:

303 Administration Bldg  
3720 Alumni Dr  
Admin Bldg Room 303  
Memphis TN 38152-3370

**ORDER DATE**

07/18/05

**DATE REQUIRED**

07/18/05

**TERMS**

**BILL IN DUPLICATE TO:**

Accounting Office  
275 Administration Bldg  
Memphis, TN 38152-3370

ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
		subject to be within the best interest of the University of Memphis. All of the referenced materials, the RFP #B500860, Sossaman's response to the RFP are all made a part of this Blanket Standing Order the same as if copied in full herein.		

APPROVED BY:

DATE:

*[Signature]*  
3/3/2006

TOTAL: 200000.00

DISCOUNT: .00

ADDL. CHARGES: .00

TAXES: .00

GRAND TOTAL: 200000.00

# CONTRACT SUMMARY SHEET

021406

<b>RES #</b>				<b>Contract #</b>			
<b>State Agency</b>				<b>State Agency Division</b>			
University of Memphis							
<b>Contractor Name</b>				<b>Contractor ID # (FEIN or SSN)</b>			
Sossaman and Associates				<input type="checkbox"/> C- or <input checked="" type="checkbox"/> V- 621842496			
<b>Service Description</b>							
Advertising and Marketing Services							
<b>Contract BEGIN Date</b>		<b>Contract END Date</b>		<b>Subrecipient or Vendor?</b>		<b>CFDA #</b>	
30-Sep-04		30-Jun-08		Vendor			
<b>Mark Each TRUE Statement</b>							
<input type="checkbox"/> Contractor is on STARS				<input checked="" type="checkbox"/> Contractor's Form W-9 is on file in Accounts			
<b>Allotment Code</b>		<b>Cost Center</b>		<b>Object Code</b>		<b>Fund</b>	
332.74		610000		74470		110001	
<b>FY</b>		<b>State</b>		<b>Federal</b>		<b>Interdepartmental</b>	
FY05		\$ 400,000.00					
<b>TOTAL</b>		\$ 400,000.00		\$ -		\$ 400,000.00	
<b>COMPLETE FOR AMENDMENTS ONLY</b>				<b>State Agency Fiscal Contact &amp; Telephone #</b>			
<b>FY</b>		<b>Base Contract &amp; Prior Amendments</b>		<b>THIS Amendment ONLY</b>		David Zettergren, Asst VP, Finance, 901-678-2261	
2005		\$ 400,000.00					
<b>TOTAL</b>		\$ 400,000.00		\$ -			
<b>End Date</b>							
<b>Contractor Ownership</b> (complete only for base contracts with contract # prefix FA or GR)							
<input type="checkbox"/> African American		<input type="checkbox"/> Person w/ Disability		<input type="checkbox"/> Hispanic		<input type="checkbox"/> Small Business	
<input type="checkbox"/> Asian		<input type="checkbox"/> Female		<input type="checkbox"/> Native American		<input checked="" type="checkbox"/> NOT disadvantaged	
						OTHER minority/disadvantaged—	
<b>Contractor Selection Method</b> (complete for ALL base contracts—N/A to amendments or delegated authorities)							
<input checked="" type="checkbox"/> RFP		<input type="checkbox"/> Competitive Negotiation		<input type="checkbox"/> Alternative Competitive Method			
<input type="checkbox"/> Non-Competitive Negotiation		<input type="checkbox"/> Negotiation w/ Government (eg, ID, GG, GU)		<input type="checkbox"/> Other			
<b>Procurement Process Summary</b> (complete for Alternative Method, Competitive Negotiation, Non-Competitive Negotiation, OR Other)							
Proposals were solicited in July 2004 for FY05, with renewal options not to exceed a total of five years. The award was made to Sossaman (currently Carpenter Sullivan Sossaman). A new contract will be established through a RFP process, effective July 1, 2008, or upon signing by all parties.							





# The University of Memphis

**PURCHASING DEPARTMENT**  
MEMPHIS TN 38152-0001

Phone: (901)678-2265

FAX: (901)678-2102

## Purchase Order

DATE	P.O. NUMBER
09/30/04	M500920
<b>SEE REVERSE SIDE FOR SPECIAL INSTRUCTIONS</b>	

TERMS	F.O.B.	QUOTE NO. / QUOTE DATE	EXPECTED DELIVERY DATE
N	Destination-Prepaid	DONNA E GORDY 08/11/04	
PURCHASING CONTACT	PHONE	REQUEST	DEPARTMENTAL / INTERNAL NO.
JAMES NABORS	901/678-2266	B500860	*****
		VENDOR I.D. NO.	
		V0000641480	

V E N D O R	SOSSAMAN & ASSOCIATES 400 UNION AVENUE MEMPHIS TN 38103	S H I P T O	THE UNIVERSITY OF MEMPHIS MARKETING AND PUBLICATIONS CREATIVE SERVICES 303 ADMINISTRATIVE BUILDING ATTN: LINDA BONNIN MEMPHIS TN 38152-3370

ACCOUNT NUMBER	PERCENT	AMOUNT	ACCOUNT NUMBER	PERCENT	AMOUNT

NO.	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENSION
			<p>Master Order based on amount</p> <p>INDEFINITE QUANTITY CONTRACT. FOR THE ON CALL SUPPLY AND DELIVERY ON MISCELLANEOUS ITEMS &amp; SUPPLIES AS LISTED BELOW. TO BE USED BY THE DEPARTMENT LISTED IN THE "SHIP TO" SECTION. THE PERIOD OF TIME AS STATED ABOVE IN THE START DATE AND END DATE. ITEMS PUBLISHED IN THE TENNESSEE STATE TERM CONTRACTS ARE NOT TO BE INCLUDED IN PURCHASES COVERED BY THIS CONTRACT/ORDER. INVOICES ARE TO BE ANNOTATED WITH THIS PURCHASE ORDER NUMBER &amp; DEPARTMENT NAME. PERSONS AUTHORIZED TO PLACE ORDERS AGAINST THIS ORDER ARE THOSE LISTED ABOVE IN THE SHIP TO SECTION OF THIS ORDER. DOLLAR LIMITS MAY BE PLACED ON THIS ORDER-SEE THE ITEM/S #</p> <p>THE PARTIES AGREE THAT THE FOLLOWING SHALL BE ESSENTIAL TERMS AND CONDITIONS OF THIS MASTER ORDER CONTRACT AGREEMENT.</p> <p>.....</p> <p>1. THE ENTIRE CONTRACT BETWEEN THE PARTIES CONSISTS OF THIS MASTER ORDER, THE REQUEST FOR PROPOSALS (REFERENCED ABOVE, CONTRACTOR'S PROPOSAL RESPONSE &amp; ANY ADDENDA AND/OR AMENDMENTS TO THIS MASTER ORDER HEREAFTER EXECUTED. IN THE EVENT OF CONFLICTING PROVISIONS, THE DOCUMENTS SHALL BE CONSTRUED ACCORDING TO THE FOLLOWING PRIORITY: ADDENDA AND/</p>		

THE UNIVERSITY OF MEMPHIS

**TOTAL >>**

CONTINUED

By: James L. Nabors Date: 10-1-04  
Signature

Page

1



## Purchase Order

## The University of Memphis

PURCHASING DEPARTMENT  
MEMPHIS TN 38152-0001

Phone: (901)678-2265

FAX: (901)678-2102

DATE	P.O. NUMBER
09/30/04	M500920
SEE REVERSE SIDE FOR SPECIAL INSTRUCTIONS	

TERMS	F.O.B.	QUOTE NO. / QUOTE DATE	EXPECTED DELIVERY DATE
PURCHASING CONTACT	PHONE	REQUEST	DEPARTMENTAL / INTERNAL NO.
JAMES NABORS	901/678-2266	B500860	*****
		VENDOR I.D. NO.	
		V0000641480	

V E N D O R	SOSSAMAN & ASSOCIATES *** PO CONTINUATION *** *** PAGE NUMBER BELOW ***	S H I P T O	THE UNIVERSITY OF MEMPHIS MARKETING AND PUBLICATIONS CREATIVE SERVICES 303 ADMINISTRATIVE BUILDING MEMPHIS TN 38152-3370

ACCOUNT NUMBER	PERCENT	AMOUNT	ACCOUNT NUMBER	PERCENT	AMOUNT

NO.	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENSION
			<p>OR AMENDMENTS (MOST RECENT WITH FIRST PRIORITY) TO THIS MASTER ORDER, THIS MASTER ORDER, UNIVERSITY'S REQUEST FOR PROPOSAL, AND CONTRACTOR'S PROPOSAL, HOWEVER IN ANY EVENT THE UNIVERSITY'S STANDARD BID/PROPOSAL FORM TERMS AND CONDITIONS TAKES PRECEDENT OVER THE CONTRACTOR'S RESPONSE.</p> <p>2. THE CONTRACTOR (AND/OR SUPPLIER) WARRANTS THAT NO PART OF THE TOTAL CONTRACT AMOUNT HEREIN SHALL BE PAID DIRECTLY OR INDIRECTLY TO ANY OFFICER OR EMPLOYEE OF THE UNIVERSITY OR THE STATE OF TENNESSEE AS WAGES, COMPENSATION, OR GIFTS IN EXCHANGE FOR ACTING AS OFFICER, AGENT, EMPLOYEE, SUB-CONTRACTOR, OR CONSULTANT TO THE CONTRACTOR IN CONNECTION WITH ANY WORK CONTEMPLATED OR FORMED RELATIVE TO THIS MASTER ORDER.</p> <p>3. THIS MASTER ORDER MAY BE TERMINATED BY EITHER PARTY BY GIVING WRITTEN NOTICE TO THE OTHER AT LEAST THIRTY (30) DAYS BEFORE THE EFFECTIVE DATE OF TERMINATION IN THE EVENT THE SUPPLIER SHALL BE ENTITLED TO RECEIVE JUST AND EQUITABLE COMPENSATION FOR ANY SATISFACTORY AUTHORIZED WORK COMPLETED AS OF THE TERMINATION DATE.</p> <p>4. IF THE SUPPLIER/CONTRACTOR FAILS TO FULFILL IN TIMELY AND PROPER MANNER THE SUPPLIER'S OBLIGATIONS UNDER THIS MASTER</p>		

THE UNIVERSITY OF MEMPHIS

TOTAL &gt;&gt;

CONTINUED

By: 

Signature

Date

11-1-04

Page

2



# The University of Memphis

PURCHASING DEPARTMENT  
MEMPHIS TN 38152-0001

Phone: (901)678-2265

FAX: (901)678-2102

## Purchase Order

DATE	P.O. NUMBER
09/30/04	M500920
<b>SEE REVERSE SIDE FOR SPECIAL INSTRUCTIONS</b>	

TERMS	F.O.B.	QUOTE NO. / QUOTE DATE	EXPECTED DELIVERY DATE
PURCHASING CONTACT	PHONE	REQUEST	DEPARTMENTAL / INTERNAL NO.
JAMES NABORS	901/678-2266	B500860	*****
		VENDOR I.D. NO.	
		V0000641480	

V E N D O R	SOSSAMAN & ASSOCIATES *** PO CONTINUATION *** *** PAGE NUMBER BELOW ***	S H I P T O	THE UNIVERSITY OF MEMPHIS MARKETING AND PUBLICATIONS CREATIVE SERVICES 303 ADMINISTRATIVE BUILDING MEMPHIS TN 38152-3370

ACCOUNT NUMBER	PERCENT	AMOUNT	ACCOUNT NUMBER	PERCENT	AMOUNT

NO.	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENSION
			<p>ORDER, OR IF THE SUPPLIER SHALL VIOLATE ANY OF THE TERMS OF THIS MASTER ORDER, THE UNIVERSITY SHALL HAVE THE RIGHT TO IMMEDIATELY TERMINATE THIS MASTER ORDER AND WITHHOLD PAYMENTS IN EXCESS OF FAIR COMPENSATION FOR WORK COMPLETED. NOTWITHSTANDING THE ABOVE, THE SUPPLIER SHALL NOT BE RELIEVED OF LIABILITY TO THE UNIVERSITY FOR DAMAGES SUSTAINED BY VIRTUE OF ANY BREACH OF THIS MASTER ORDER BY THE SUPPLIER.</p> <p>5. THE SUPPLIER SHALL MAINTAIN DOCUMENTATION FOR ALL CHARGES AGAINST UNIVERSITY UNDER THIS MASTER ORDER. THE BOOKS, RECORDS AND DOCUMENTS OF THE SUPPLIER, INSOFAR AS THEY RELATE TO WORK PERFORMED OR MONEY RECEIVED UNDER THIS MASTER ORDER SHALL BE MAINTAINED FOR A PERIOD OF THREE (3) FULL YEARS FROM THE DATE OF FINAL PAYMENT, AND BE SUBJECT TO AUDIT, AT ANY REASONABLE TIME AND UPON REASONABLE NOTICE, BY THE UNIVERSITY OR THE COMPTROLLER OF THE TREASURY, STATE OF TENNESSEE, OR THEIR DULY APPOINTED REPRESENTATIVES.</p> <p>6. ANY AND ALL CLAIMS AGAINST THE UNIV. FOR PERSONAL INJURY AND/OR PROPERTY DAMAGE RESULTING FROM THE NEGLIGENCE OF THE UNIVERSITY SHALL BE SUBMITTED TO THE BOARD OF CLAIMS OR CLAIMS COMMISSION OF THE STATE OF TENNESSEE. DAMAGES RECOVER-</p>		

THE UNIVERSITY OF MEMPHIS

**TOTAL >>**

CONTINUED

By: *[Signature]*  
Signature

Date: *10-1-04*

Page 3



## Purchase Order

## The University of Memphis

PURCHASING DEPARTMENT  
MEMPHIS TN 38152-0001

Phone: (901)678-2265

FAX: (901)678-2102

DATE	P.O. NUMBER
09/30/04	M500920
<b>SEE REVERSE SIDE FOR SPECIAL INSTRUCTIONS</b>	

TERMS	F.O.B.	QUOTE NO. / QUOTE DATE	EXPECTED DELIVERY DATE
PURCHASING CONTACT	PHONE	REQUEST	DEPARTMENTAL / INTERNAL NO.
JAMES NABORS	901/678-2266	B500860	*****
		VENDOR I.D. NO.	
		V0000641480	

V  
E  
N  
D  
O  
R

SOSSAMAN & ASSOCIATES  
\*\*\* PO CONTINUATION \*\*\*  
\*\*\* PAGE NUMBER BELOW \*\*\*

S  
H  
I  
P  
T  
O

THE UNIVERSITY OF MEMPHIS  
MARKETING AND PUBLICATIONS  
CREATIVE SERVICES  
303 ADMINISTRATIVE BUILDING  
MEMPHIS TN 38152-3370

ACCOUNT NUMBER	PERCENT	AMOUNT	ACCOUNT NUMBER	PERCENT	AMOUNT

NO.	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENSION
			<p>ABLE AGAINST THE UNIVERSITY SHALL BE EXPRESSLY LIMITED TO CLAIMS PAID BY THE BOARD OF CLAIMS OR CLAIMS COMMISSION PURSUANT TO T. C. A. SECTION 9-8-301, ET SEQ.</p> <p>7. THE SUPPLIER SHALL NOT ASSIGN THIS ORDER OR ENTER INTO SUBCONTRACTS FOR ANY OF THE WORK DESCRIBED HEREIN WITHOUT OBTAINING THE PRIOR WRITTEN APPROVAL OF THE UNIVERSITY OR TN STATE BOARD OF REGENTS, AS APPROPRIATE. APPROVAL SHALL NOT BE GIVEN IF THE PROPOSED SUBCONTRACTOR WAS OR IS CURRENTLY INELIGIBLE TO BID ON THE CONTRACT.</p> <p>8. TRAVEL ISSUES SUBJECT TO TBR POLICY.</p> <p>ALL TERMS AND CONDITIONS OF BID REQUEST ARE INCORPORATED IN THIS PURCHASE ORDER AND ARE MADE AN INTEGRAL PART THEREOF THE SAME AS IF COPIED FULL HEREIN.*****</p> <p>THIS ORDER IS SUBJECT TO CANCELLATION UPON A THIRTY (30) DAY WRITTEN NOTICE THIS ORDER DOES NOT GUARANTEE THAT ANY FUNDS WILL BE SPENT ON THIS ORDER.*****</p> <p>COORDINATION OF WORK ON THIS MASTER ORD MUST BE MADE WITH LINDA BONNIN, OR DESGN PHONE #901-678-3949. REFERENCE #B500860, FY05-M500920-1ST YR, FY06-2ND YR, FY07-3RD YR, FY08-4TH YR, FY09-5TH &amp; FINAL YR</p>		

THE UNIVERSITY OF MEMPHIS

**TOTAL >>**

CONTINUED

By: 

Signature

Date: 10-1-04

Page

4





## Purchase Order

The University of Memphis

PURCHASING DEPARTMENT  
MEMPHIS TN 38152-0001

Phone: (901)678-2265

FAX: (901)678-2102

DATE	P.O. NUMBER
09/30/04	M500920
SEE REVERSE SIDE FOR SPECIAL INSTRUCTIONS	

TERMS	F.O.B.	QUOTE NO. / QUOTE DATE	EXPECTED DELIVERY DATE
PURCHASING CONTACT	PHONE	REQUEST	DEPARTMENTAL / INTERNAL NO.
JAMES NABORS	901/678-2266	B500860	*****
		VENDOR I.D. NO.	
		V0000641480	

V E N D O R	SOSSAMAN & ASSOCIATES *** PO CONTINUATION *** *** PAGE NUMBER BELOW ***	S H I P T O	THE UNIVERSITY OF MEMPHIS MARKETING AND PUBLICATIONS CREATIVE SERVICES 303 ADMINISTRATIVE BUILDING MEMPHIS TN 38152-3370
----------------------------	---	----------------------------	--

ACCOUNT NUMBER	PERCENT	AMOUNT	ACCOUNT NUMBER	PERCENT	AMOUNT

NO.	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENSION
001	1.00	LOT	WILL RE-BID FOR FY10..... FOR THE ON CALL NEEDS AND REQUIREMENTS OF MARKETING AND PUBLICATIONS SERVICES TO PROVIDE ADVERTISING AND PUBLIC RELATIONS SERVICES TO PROMOTE THE MISSION OF THE UNIVERSITY OF MEMPHIS AS OUTLINED IN OUR RFQ #B500860, AT THE PRICES AS LISTED IN YOUR PRICING DATA AS ADJUSTED AND REVISED FOR REASONS AND SUBJECT TO NEGOTIATION ANY OTHER AREA NOT COVERED TO BE WITHIN THE BEST		AS INVOICED
002			INTEREST OF THE UNIVERSITY OF MEMPHIS... ALL OF THE REFERENCED MATERIALS, THE RFP #B500860, SOSSAMAN'S RESPONSE TO THE RFP ARE ALL MADE A PART OF THIS BLANKET MASTER ORDER THE SAME AS IF COPIED IN FULL HEREIN..... (NOTE WORK WILL CONTINUE THE SAME AS WAS ORIGINAL QUOTED UNDER #B000947 AND AGAIN QUOTED AND PROPOSED UNDER #B500860)..... MONTHLY ACTIVITY REPORTS TO BE PROVIDED.		

THE UNIVERSITY OF MEMPHIS

TOTAL &gt;&gt;

\$ .00

By: \_\_\_\_\_

Signature

Date

10-1-04

Page

5